

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Depomed, Inc.		04/02/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund III, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3604419	ACUFORM	
Registration Number:	4335560	BREAKING THROUGH: VOICES OF BREAKTHROUGH	
Registration Number:	3677383	CAMBIA	
Registration Number:	4541984	CAMBIA	
Registration Number:	2112593	DEPOMED	
Registration Number:	3865964	DEPOMED	
Registration Number:	4139790	DEPOMED	
Serial Number:	86472401	G	
Registration Number:	4132334	GRALISE	
Registration Number:	4605029	HEAR ME	
Registration Number:	4068538	LAZANDA	
Registration Number:	4104596	LAZANDA	
Registration Number:	4104597		
Serial Number:	85907087	NEURONETWORX	
Registration Number:	2968719	PROQUIN	
Registration Number:	2346573	PROSORB	
Registration Number:	3795949	SERADA	
Registration Number:	3732682	ZIPSOR	
Registration Number:	3725984	ZIPSOR	

CH \$515.00 3604419

Property Type	Number	Word Mark
Registration Number:	3732548	NUCYNTA

CORRESPONDENCE DATA

Fax Number:

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: 7043778156
 Email: jcarusone@rbh.com
 Correspondent Name: Jennifer Carusone
 Address Line 1: 101 N. Tryon Street, Suite 1900
 Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	20046.00106
NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	04/02/2015

Total Attachments: 9

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, DEPOMED, INC. (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of April 02, 2015, in which the Pledgor has agreed with Deerfield Private Design Fund III, L.P., as Collateral Agent (the "Collateral Agent"), with offices at 780 Third Avenue, 37th Floor, New York, New York 10017, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

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This Grant of Security Interest in Patents and Trademarks and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

DEPOMED, INC.

By: 

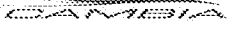
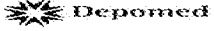
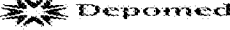

Name: James A. Schoeneck

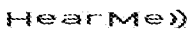
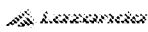

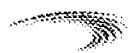
Title: President and Chief Executive Officer



Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Application #	File Date	Registration #	Registration Date
ACUFORM	Depomed, Inc.	78781863	12/28/2005	3604419	4/7/2009
BREAKING THROUGH: VOICES OF BREAKTHROUGH PAIN IN CANCER PATIENTS	Depomed, Inc.	85386630	8/2/2011	4335560	5/14/2013
CAMBIA	Depomed, Inc.	77441592	4/7/2008	3677383	9/1/2009
CAMBIA & Design 	Depomed, Inc.	85907106	4/17/2013	4541984	6/3/2014
DEPOMED	Depomed, Inc.	74556760	8/3/1994	2112593	11/11/1997
DEPOMED & Design 	Depomed, Inc.	78781903	12/28/2005	3865964	10/19/2010
DEPOMED & Star Design 	Depomed, Inc.	85114403	8/24/2010	4139790	5/8/2012
DEPOMED SIMPLE SCRIPT	Depomed, Inc.				
G & Design 	Depomed, Inc.	86472401	12/5/2014		

Mark	Owner	Application #	File Date	Registration #	Registration Date
GRALISE	Depomed, Inc.	77934261	2/12/2010	4132334	4/24/2012
HEAR ME & Design 	Depomed, Inc.	86186380	2/6/2014	4605029	9/16/2014
LAZANDA	Depomed, Inc.	85196378	12/13/2010	4068538	12/6/2011
LAZANDA & Design 	Depomed, Inc.	85302528	4/22/2011	4104596	2/28/2012
Lazanda Logo 	Depomed, Inc.	85302550	4/22/2011	4104597	2/28/2012
NEURONETWORX	Depomed, Inc.	85907087	4/17/2013		
PROQUIN	Depomed, Inc.	78356939	1/23/2004	2968719	7/12/2005
PROSORB	Depomed, Inc.	75544030	8/28/1998	2346573	5/2/2000
SERADA	Depomed, Inc.	77040022	11/8/2006	3795949	6/1/2010
SIMPLESCRIPT	Depomed, Inc.				
Wave Design 	Depomed, Inc.	79087404	9/6/2010	3988050	7/5/2011

Mark	Owner	Application #	File Date	Registration #	Registration Date
ZIPSOR	Depomed, Inc.	77681532	3/2/2009	3732682	12/29/2009
ZIPSOR	Depomed, Inc.	77219449	6/29/2007	3725984	12/15/2009
NUCYNTA	Depomed, Inc.	77620713	4/21/2009	3732548	12/29/2009

PATENTS AND PATENT APPLICATIONS

Assignee	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
Depomed, Inc.	10/045816	25-Oct-2001				
Depomed, Inc.	10/024932	18-Dec-2001				
Depomed, Inc.	10/769574	29-Jan-2004	US2004-0185105A1	23-Sep-2004	7976870	12-Jul-2011
Depomed, Inc.	13/153211	03-Jun-2011	US-2011-0301129-A1	08-Dec-2011		
Depomed, Inc.	13/684155	21-Nov-2012	US 2013-0149379 A1	13-Jun-2013		
Depomed, Inc.	10/280309	25-Oct-2002			7438927	21-Oct-2008
Depomed, Inc.	10/903879	30-Jul-2004			7612112	03-Nov-2009
Depomed, Inc.	11/322448	29-Dec-2005				
Depomed, Inc.	11/648134	29-Dec-2006	US-2007-0184104-A1	09-Aug-2007		
Depomed, Inc.	61/065442	11-Feb-2008				
Depomed, Inc.	586185.00	09-Dec-2008	US-2009-0176882-A1	09-Jul-2009		
Depomed, Inc.	12/239591	26-Sep-2008	US2009-0017121A1	15-Jan-2009	7731989	08-Jun-2010
Depomed, Inc.	12/563781	21-Sep-2009	US-2010-0034895-A1	11-Feb-2010	8119166	21-Feb-2012
Depomed, Inc.	12/749101	29-Mar-2010	US-2010-0247610-A1	30-Sep-2010	8252332	28-Aug-2012
Depomed, Inc.	13/111575	19-May-2011	US-2011-056223-A1	20-Oct-2011	8192756	05-Jun-2012
Depomed, Inc.	13/110522	18-May-2011	US-2011-0218246-A1	08-Sep-2011		
Depomed, Inc.	13/301570	21-Nov-2011	US-2012-0128735-A1	24-May-2012	8475813	02-Jul-2013
Depomed, Inc.	13/270126	10-Oct-2011	US-2012-0027823-A1	02-Feb-2012	8440232	14-May-2013
Depomed, Inc.	13/301602	21-Nov-2011	US-2012-0064168-A1	15-Mar-2012	8529955	10-Sep-2013
Depomed, Inc.	13/301644	21-Nov-2011	US-2012-0064129-A1	15-Mar-2012	8231905	31-Jul-2012
Depomed, Inc.	13/396441	14-Feb-2012	US-2012-0148671-A1	14-Jun-2012	8409613	02-Apr-2013
Depomed, Inc.	13/553622	19-Jul-2012	US-2012-0282307-A1	08-Nov-2012	8333991	18-Dec-2012
Depomed, Inc.	13/560938	27-Jul-2012	US-2012-0289601-A1	15-Nov-2012	8333992	18-Dec-2012
Depomed, Inc.	13/854433	01-Apr-2013	US-2013-0224289-A1	29-Aug-2013	8580303	12-Nov-2013
Depomed, Inc.	13/943500	16-Jul-2013	US-2013-0302417-A1	14-Nov-2013	8802157	12-Aug-2014
Depomed, Inc.	14/075965	08-Nov-2013	US-2014-0072623-A1	13-Mar-2014		

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Assignee	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
Depomed, Inc.	13/707961	07-Dec-2012	US 2013-0116320 A1	09-May-2013	8592481	26-Nov-2013
Depomed, Inc.	14/088058	22-Nov-2013	US-2014-0135395-A1	15-May-2014		
Depomed, Inc.	14/328580	10-Jul-2014				
Depomed, Inc.	10/280852	25-Oct-2002			7413751	19-Aug-2008
Depomed, Inc.	60/952501	27-Jul-2007				
Depomed, Inc.	60/967717	05-Sep-2007				
Depomed, Inc.	12/220747	25-Jul-2008	US-2009-0028941-A1	29-Jan-2009		
Depomed, Inc.	08/870509	06-Jun-1997				
Depomed, Inc.	09/282233	29-Mar-1999			6340475	22-Jan-2002
Depomed, Inc.	1870652.00	20-Nov-2001				
Depomed, Inc.	10/045823	06-Nov-2001			6635280	21-Oct-2003
Depomed, Inc.	12/214264	16-Jun-2008				
Depomed, Inc.	10/235076	04-Sep-2002			7405238	29-Jul-2008
Depomed, Inc.	10/623481	18-Jul-2003				
Depomed, Inc.	13/530631	22-Jun-2012	US-2012-0263792-A1	18-Oct-2012	8685450	01-Apr-2014
Depomed, Inc.	14/199972	06-Mar-2014	US-2014-0186515-A1	03-Jul-2014		
Depomed, Inc.	14/642013	09-Mar-2015				
Depomed, Inc.	09/425491	22-Oct-1999				
Depomed, Inc.	08/716906	19-Sep-1996			5972389	26-Oct-1999
Depomed, Inc.	09/498945	04-Feb-2000				
Depomed, Inc.	12/770283	29-Apr-2010	US-2010-0272808-A1	28-Oct-2010	8043630	25-Oct-2011
Depomed, Inc.	13/156225	08-Jun-2011	US-2011-0236485-A1	29-Sep-2011	8329215	11-Dec-2012
Depomed, Inc.	13/688114	28-Nov-2012	US 2013-0164377 A1	27-Jun-2013	8945619	03-Feb-2015
Depomed, Inc.	10/213823	07-Aug-2002			7736667	15-Jun-2010
Depomed, Inc.	14/584805	29-Dec-2014				
Depomed, Inc.	2314787.00	20-Jun-2000			6488962	03-Dec-2002
Depomed, Inc.	09/691398	17-Oct-2000			6451808	17-Sep-2002
Depomed, Inc.	10/029134	25-Oct-2001	US2003-0104053A1	05-Jun-2003	6723340	20-Apr-2004
Depomed, Inc.	-470888.00	01-Feb-2002			6682759	27-Jan-2004

Assignee	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
Depomed, Inc.	61/035696	11-Mar-2008				
Depomed, Inc.	2688887.00	11-Mar-2009	US-2010-0015222-A1	21-Jan-2010	8377453	19-Feb-2013
Depomed, Inc.	12/644444	22-Dec-2009	US-2010-0196474-A1	05-Aug-2010	8372432	12-Feb-2013
Depomed, Inc.	13/360595	27-Jan-2012	US2012-0136022A1	31-May-2012	8394408	12-Mar-2013
Depomed, Inc.	13/529960	21-Jun-2012	US-2012-0321713-A1	20-Dec-2012	8668929	11-Mar-2014
Depomed, Inc.	14/196143	04-Mar-2014	US-2014-0186440-A1	03-Jul-2014		
Depomed, Inc.	61/089339	15-Aug-2008				
Depomed, Inc.	61/122276	12-Dec-2008				
Depomed, Inc.	12/541836	14-Aug-2009	US-2010-0040689-A1	18-Feb-2010		
Depomed, Inc.	12/368907	10-Feb-2009	US-2009-0209645-A1	20-Aug-2009	8329750	11-Dec-2012
Depomed, Inc.	13/686865	27-Nov-2012	US-2013-0158121-A1	20-Jun-2013		
Depomed, Inc.	61/238374	31-Aug-2009				
Depomed, Inc.	12/872723	31-Aug-2010	US-2011-0052685-A1	03-Mar-2011		
Depomed, Inc.	12/963520	08-Dec-2010	US2011-0135728A1	09-Jun-2011		
Depomed, Inc.	61/267669	08-Dec-2009				
Depomed, Inc.	13/247956	28-Sep-2011	US-2012-0077878-A1	29-Mar-2012		
Depomed, Inc.	14/632959	26-Feb-2015				
Depomed, Inc.	13/622511	19-Sep-2012				
Depomed, Inc.	14/340499	24-Jul-2014				
Depomed, Inc.	61/650451	22-May-2012				
Depomed, Inc.	13/900312	22-May-2013	US 2013-0316002-A1	28-Nov-2013		
Depomed, Inc.	60/071865	20-Jan-1998				
Depomed, Inc.	09/232354	15-Jan-1999			6287594	11-Sep-2001
Depomed, Inc.	09/354982	16-Jul-1999			6365180	02-Apr-2002
Depomed, Inc.	61/055581	23-May-2008				
Depomed, Inc.	12/391,434	24-Feb-2009	US2009-0292022A1	26-Nov-2009	7662858	16-Feb-2010
Depomed, Inc.	2132987.00	15-May-2009	US-2009-0292023-A1	26-Nov-2009	7939518	10-May-2011
Depomed, Inc.	12/706117	16-Feb-2010	US-2010-0144882-A1	10-Jun-2010	8110606	07-Feb-2012
Depomed, Inc.	12/772858	03-May-2010	US-2010-0222430-A1	02-Sep-2010	7884095	08-Feb-2011

Assignee	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
Depomed, Inc.	13/205033	08-Aug-2011	US-2011-0300207-A1	08-Dec-2011	8623920	07-Jan-2014
Depomed, Inc.	14/137605	20-Dec-2013	US-2014-0107210-A1	17-Apr-2014		
Depomed, Inc.	2871052.00	20-Jan-2000			6432440	13-Aug-2002
Depomed, Inc.	30225.00	15-Jul-2002	US 2002-0197324 A1	26-Dec-2002		
Depomed, Inc.	11/562002	21-Nov-2006	US 2007-0110677 A1	17-May-2007		
Depomed, Inc.	11/562173	21-Nov-2006	US 2007-0092535 A1	26-Apr-2007		
Depomed, Inc.	13/078575	01-Apr-2011	US 2011-0182857 A1	28-Jul-2011		
Depomed, Inc.	10/753628	08-Jan-2004	US 2004-0166067 A1	26-Aug-2004		
Depomed, Inc.	12/047388	13-Mar-2008	US 2008-0153879 A1	26-Jun-2008	8216604	10-Jul-2012
Depomed, Inc.	13/541314	03-Jul-2012	US 2012-0277267 A1	01-Nov-2012	8889176	18-Nov-2014
Depomed, Inc.	13/541325	03-Jul-2012	US 2012-0270903 A1	25-Oct-2012		
Depomed, Inc.	62/063311	13-Oct-2014				
Depomed, Inc.	62/092487	16-Dec-2014				
Depomed, Inc.	08/453144	30-May-1995			5582837	10-Dec-1996
Depomed, Inc.	14/012,484	28-Aug-2013	2014-0066411	6-Mar-2014		

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