

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parnell Technologies Pty Ltd		06/15/2015	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as Agent		
Street Address:	7255 Woodmont Ave, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85608750	GONABREED	
Serial Number:	86131238	GONADOPRO	
Registration Number:	2545590	ESTROPLAN	
Serial Number:	85770262	MYSYNCH	
Serial Number:	86027644	PROCEPT	
Registration Number:	4365768	GONABREED	
Serial Number:	86422842	IKAM	
Serial Number:	86422844	PAW	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, 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:	036639.16		

OP \$215.00 85608750

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	06/16/2015
Total Attachments: 14 source=Parnell to Midcap IP Security Agreement formatted#page1.tif source=Parnell to Midcap IP Security Agreement formatted#page2.tif source=Parnell to Midcap IP Security Agreement formatted#page3.tif source=Parnell to Midcap IP Security Agreement formatted#page4.tif source=Parnell to Midcap IP Security Agreement formatted#page5.tif source=Parnell to Midcap IP Security Agreement formatted#page6.tif source=Parnell to Midcap IP Security Agreement formatted#page7.tif source=Parnell to Midcap IP Security Agreement formatted#page8.tif source=Parnell to Midcap IP Security Agreement formatted#page9.tif source=Parnell to Midcap IP Security Agreement formatted#page10.tif source=Parnell to Midcap IP Security Agreement formatted#page11.tif source=Parnell to Midcap IP Security Agreement formatted#page12.tif source=Parnell to Midcap IP Security Agreement formatted#page13.tif source=Parnell to Midcap IP Security Agreement formatted#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 15th day of June, 2015 by and between MIDCAP FINANCIAL TRUST, a Delaware statutory trust (“**Agent**”) and PARNELL PHARMACEUTICALS HOLDINGS LTD, a proprietary company limited by shares incorporated under the laws of Australia (“**Parent**”), each other Person signatory hereto as a “Foreign Grantor” (collectively, together with Parent, the “**Foreign Grantors**”), PARNELL, INC., a corporation incorporated under the laws of the state of Delaware, United States of America (“**Borrower**”), and each other Person signatory hereto as a “U.S. Grantor” (each, a “**U.S. Grantor**” and, collectively with Borrower, the “**U.S. Grantors**” and the U.S. Grantors, collectively with the Foreign 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 accommodation to Borrower (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement by and between Agent, the Lenders and the Grantors dated as of the Effective Date (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 the Borrower, but only upon the condition, among others, that Grantors 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 Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, 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.

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 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.

[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.

Address of Grantors:


c/o Parnell Pharmaceuticals Holdings Ltd.
Unit 4, Century Estate, 475 Gardeners Road
Alexandria, New South Wales 2015, Australia
Attn: Brad McCarthy
Fax: +612 9667 4139
Email: brad.mccarthy@parnell.com

U.S. GRANTORS:

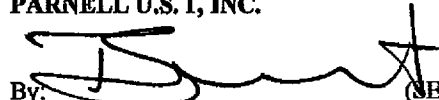
PARNELL, INC.


By: _____ (SEAL)
Name: BRAD MCCARTHY
Title: CHIEF FINANCIAL OFFICER

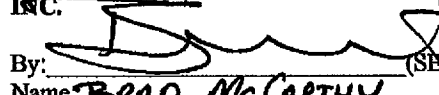
PARNELL CORPORATE SERVICES U.S.,
INC.


By: _____ (SEAL)
Name: BRAD MCCARTHY
Title: CHIEF FINANCIAL OFFICER

PARNELL U.S. 1, INC.


By: _____ (SEAL)
Name: BRAD MCCARTHY
Title: CHIEF FINANCIAL OFFICER

VETERINARY INVESTIGATIVE SERVICES,
INC.


By: _____ (SEAL)
Name: BRAD MCCARTHY
Title: CHIEF FINANCIAL OFFICER

FOREIGN GRANTORS:

Executed Parnell Pharmaceuticals Holdings Ltd in accordance with section 127 of the Corporations Act 2001 (Cth)



Signature of director

ROBERT JOSEPH
Full name of director



Signature of company secretary/director

BRAD McCARTHY
Full name of company secretary/director

Executed by Parnell Manufacturing Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

ROBERT JOSEPH
Full name of director



Signature of company secretary/director


BRAD McCARTHY
Full name of company secretary/director

Executed by Parnell Technologies Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director


ROBERT JOSEPH
Full name of director



Signature of company secretary/director


BRAD MCCARTHY
Full name of company secretary/director

Executed by Parnell Pharmaceuticals Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director


ROBERT JOSEPH
Full name of director



Signature of company secretary/director

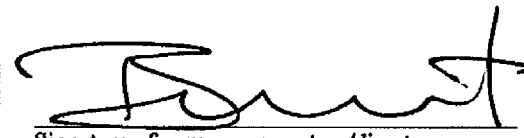
BRAD MCCARTHY
Full name of company secretary/director

Executed by Parnell Technologies NZ Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director


ROBERT JOSEPH
Full name of director



Signature of company secretary/director


BRAD MCCARTHY
Full name of company secretary/director

Executed by Australian Pharma Services Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

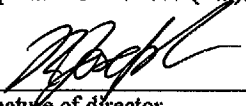
ROBERT JOSEPH
Full name of director



Signature of company secretary/director

BRAD MCCARTHY
Full name of company secretary/director

Executed by Parnell Corporate Services Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

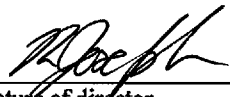


Signature of director

ROBERT JOSEPH

Full name of director

Executed by Parnell Australia Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

ROBERT JOSEPH

Full name of director

Executed by Parnell North America Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

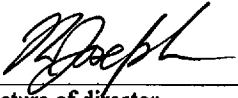


Signature of director

ROBERT JOSEPH

Full name of director

Executed by Parnell Europe Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

ROBERT JOSEPH

Full name of director



Signature of company secretary/director

BRAD MCCARTHY

Full name of company secretary/director



Signature of company secretary/director

BRAD MCCARTHY

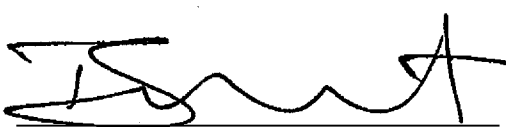
Full name of company secretary/director



Signature of company secretary/director

BRAD MCCARTHY

Full name of company secretary/director



Signature of company secretary/director

BRAD MCCARTHY

Full name of company secretary/director

AGENT:

Address of Agent:

MIDCAP FINANCIAL TRUST

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Ave, Suite 200
Bethesda, MD 20814
Attn: Account Manager for Parnell transaction
Facsimile: 301-941-1450
Email: notices@midcapfinancial.com

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

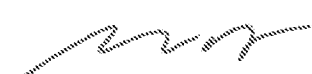
By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

US Registered or Owned Patents

Country	Patent / Application No.	Filing date	Owner	Status	Expiry date
United States	13/002,363	8 October 2008	Parnell Technologies Pty Ltd	On appeal\$	8 October 2028
United States	14/256,816	18 April 2014	Parnell Technologies Pty Ltd	Under Examination#	8 October 2028
United States	7,326,735	28 April 2004	Parnell Technologies Pty Ltd	Issued	28 April 2024*

* Subject to any patent term adjustment

Denotes patents/applications directed to composition of matter

\$ Denotes patents/applications directed to double sulfation method

EXHIBIT C

US Registered or Owned Trademarks

Trademark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Glyde	Madrid: EU, USA, Japan (79/087045)	1,050,296		5/08/2010	5/08/2020	Parnell Technologies Pty Ltd	US - total provisional refusal 5 August 2013, EM - Granted, JP - Granted
Gonabreed	USA	85,608,750	18/11/1999	9/07/2013	9/07/2023	Parnell Technologies Pty Ltd	9/07/2018-9/07/2019 confirmation continued use necessary; DCC has number 75825837
Gonadopro	USA	86,131,238	27/11/2013			Parnell Technologies Pty Ltd	A first request for extension of time to file a Statement of Use has been granted.
Estroplan	USA	2,545,590	30/10/2002	12/03/2002	12/03/2022	Parnell Technologies Pty Ltd	
Mysynch	USA	85,770,262	2/11/2012			Parnell Technologies Pty Ltd	Published 30/07/2013, A non- final Office Action has been sent (issued) to the applicant after review of the Statement of Use.
Procept	USA	86,027,644	2/08/2013			Parnell	Statement of use due

Trademark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
Synchronization Pack	USA	85,836,582	2/11/2012			Parnell Technologies Pty Ltd	Abandoned 22/4/15
Zydux	Madrid: EU, USA, Japan (3933812)	1,031,950		10/02/2010	10/02/2020	Parnell Technologies Pty Ltd	Granted in JP, US (amended specification), EM (amended specification)
Mysynch	CA	1611558	01/28/2013			Parnell Technologies Pty Ltd	Allowed
Gonabreed	US	4,365,768	04/26/2012	07/09/2013	07/09/2023	Parnell Technologies Pty Ltd	
Gonadopro	US	86/131,238	11/27/2013			Parnell Technologies Pty Ltd	Allowed
Estroplan	US	2,545,590	10/30/1998	03/12/2002	03/12/2022	Parnell Technologies Pty Ltd	
Mysynch	US	85/770,262	11/02/2012			Parnell Technologies Pty Ltd	Allowed
Procept	US	86/027,644	08/02/2013			Parnell Technologies Pty Ltd	Allowed

TRADEMARK

REEL: 005553 FRAME: 0477

Trademark	Country	Number	Application date	Registration date	Renewal due	Proprietor	Comments
iKam	US	86/422,842	10/14/2014			Parnell Technologies Pty Ltd	Response to OA due 8/3/2015
PAW	US	86/422,844	10/14/2014			Parnell Technologies Pty Ltd	Response to OA due 8/3/2015
Zydax	US	3,933,812	02/10/2010	03/22/2011	03/22/2021	Parnell Technologies Pty Ltd	

EXHIBIT D

Mask Works

None.