

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDERI THERAPEUTICS INC.		07/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HORIZON CREDIT II LLC		
Street Address:	312 Farmington Avenue		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3908623	M	
Registration Number:	3938429	MEDERI	
Registration Number:	2559634	SECCA	
Registration Number:	3815477	SECCA	
Registration Number:	2456080	STRETTA	
Registration Number:	2451786	STRETTA	
Registration Number:	3815478	STRETTA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lucia@horizontechfinance.com		
Correspondent Name:	Horizon Technology Finance		
Address Line 1:	312 Farmington Avenue		
Address Line 4:	Farmington, CONNECTICUT 06032		
NAME OF SUBMITTER:	Eric S. Darmofal		
SIGNATURE:	/s/ Eric S. Darmofal		
DATE SIGNED:	07/30/2015		

OP \$190.00 3908623

Total Attachments: 2

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GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 30, 2015, is executed by MEDERI THERAPEUTICS INC., a Delaware corporation with an address of 800 Connecticut Avenue, Suite 1ER01, Norwalk, Connecticut 06854 ("Debtor"), in favor of HORIZON CREDIT II LLC, a Delaware limited liability company with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of December 20, 2013, as amended from time to time, (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

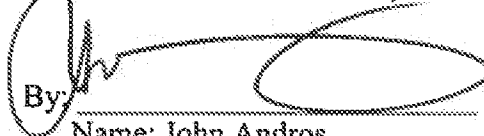
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MEDERI THERAPEUTICS, INC.

By: 

Name: John Andros
Title: CFO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
M (stylized)	3,908,623	1/18/11
MEDERI	3,938,429	3/29/11
SECCA	2,559,634	4/9/02
SECCA & design	3,815,477	7/6/10
STRETTA	2,456,080	5/29/01
STRETTA	2,451,786	5/15/01
STRETTA & design	3,815,478	7/6/10

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NONE