

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURING PHARMACEUTICALS AG		08/07/2015	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	PERCEPTIVE CREDIT OPPORTUNITIES FUND, L.P.		
Street Address:	499 Park Avenue, 25th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	QVT FUND IV LP		
Street Address:	1177 Avenue of the Americas, 9th Floor		
Internal Address:	c/o QVT Financial LP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	QUINTESSENCE FUND L.P.		
Street Address:	1177 Avenue of the Americas, 9th Floor		
Internal Address:	c/o QVT Financial L.P.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4358457	VECAMYL	
CORRESPONDENCE DATA			
Fax Number:	4152687522		

TRADEMARK

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.

Email: bkemp@mofo.com
Correspondent Name: Lynn M. Humphreys | Morrison Foerster
Address Line 1: 425 Market St.
Address Line 4: Oakland, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	72295-10
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NAME OF SUBMITTER:	Lynn M. Humphreys
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SIGNATURE:	/Lynn M. Humphreys/
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DATE SIGNED:	09/01/2015
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Total Attachments: 5

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HOLDCO PATENT AND TRADEMARK SECURITY AGREEMENT

August 7, 2015

WHEREAS, TURING PHARMACEUTICALS AG, a company formed under the laws of the Swiss Confederation (“**Grantor**”), is party to that certain Security Agreement, dated as of August 7, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time, PERCEPTIVE CREDIT OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“**Perceptive**”), QVT FUND IV LP, a Delaware limited partnership (“**QVT**”), and QUINTESSENCE FUND L.P., a Cayman Islands limited partnership (together with Perceptive, QVT and each of their respective successors and assigns, the “**Lenders**” and each, a “**Lender**”), and Perceptive, as control agent for the Secured Parties (in such capacity, the “**Control Agent**” and, together with the Lenders, the “**Secured Parties**” and each, a “**Secured Party**”), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Holdco Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially

adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Holdco Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Holdco Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Holdco Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

TURING PHARMACEUTICALS AG, as Grantor

By



Name: Martin Shkreli
Title: Chairman of the board of
directors

SIGNATURE PAGE TO HOLDCO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005614 FRAME: 0610

Schedule A
to Holdco Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

None.

Schedule B
to Holdco Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Obligor Owner	Trademark	Registration Number (if registered) Serial Number (if applied for only)	Registration Date (if Registered) or Filing Date (if applied for only)
TURING PHARMACEUTICALS AG	VECAMYL	4358457	6/25/2013
TURING PHARMACEUTICALS AG	TURING	86/644,505	5/28/2015
TURING PHARMACEUTICALS AG	TURING PHARMACEUTICALS	86/644,527	5/28/2015