

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amerigen Pharmaceuticals, Ltd.		12/23/2015	LIMITED LIABILITY COMPANY: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as agent		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85732095	AMERIGEN	
Serial Number:	85472700	AMERIGEN PHARMACEUTICALS	
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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.000011		
NAME OF SUBMITTER:	VALERIE BRENNAN		
SIGNATURE:	/vb/		
DATE SIGNED:	12/29/2015		
Total Attachments: 10			

OP \$65.00 85732095

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 23rd day of December, 2015 by and between MidCap Financial Trust, a Delaware statutory trust ("**Agent**") and Amerigen Pharmaceuticals, Inc. (the "**US Grantor**"), Amerigen Pharmaceuticals Ltd. ("**Cayman Grantor**"), Zuzhou Amerigen Pharmaceutical Co., Ltd. ("**Chinese Grantor**"), STP Holding Limited ("**BVI Grantor**"), and STP Holding, L.L.C. Limited ("**Hong Kong Grantor**" and, collectively with Cayman Grantor, BVI Grantor and Chinese Grantor, the "**Foreign Grantors**" and the Foreign Grantors together with the U.S. 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 accommodations to the Grantors in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement by and between Agent, the Lenders and Grantors 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 Credit Extensions to Borrower, but only upon the condition, among others, that each 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 the Grantors under the Credit Agreement and the other Financing Documents.

B. Pursuant to the terms of the Credit Agreement and the other Financing Documents, each 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 its Obligations under the Credit Agreement and the other Financing Documents, 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) U.S. Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 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 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 the Foreign Grantors, 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 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 the Foreign Grantors, 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 U.S. Grantor, any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held and (ii) with regard to the Foreign Grantors, any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held in the United States;

(d) (i) With regard to 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 the Foreign Grantors, 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 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 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 the Foreign Grantors, 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 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 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 the Foreign Grantors, 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 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 the Foreign Grantors, 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.]

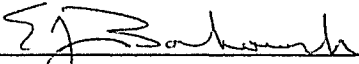
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

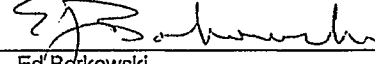
Address of Grantors:

c/o Amerigen Pharmaceuticals, Ltd.
9 Polito Ave, Suite 900
Lyndhurst, NJ 07071
Attention: Ed Borkowski
Fax: (732) 745-8070
E-Mail: eborkowski@amerigenpharma.com

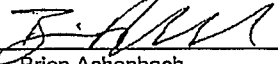
AMERIGEN PHARMACEUTICALS, INC.

By: 
Ed Borkowski
Title: Chief Financial Officer, Secretary and Vice President

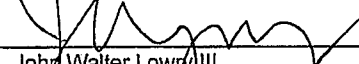
AMERIGEN PHARMACEUTICALS LTD.

By: 
Ed Borkowski
Title: Attorney-in-fact

STP HOLDING LIMITED

By: 
Brian Achenbach
Title: Director

STP HOLDING, L.L.C. LIMITED

By: 
John Walter Lowry III
Title: Chief Executive Officer and President

SUZHOU AMERIGEN PHARMACEUTICAL CO., LTD.

By: _____
Karl Wagner
Title: Chairman and Legal Representative

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.

GRANTORS:

Address of Grantors:

c/o Amerigen Pharmaceuticals, Ltd.
9 Polito Ave, Suite 900
Lyndhurst, NJ 07071
Attention: Ed Borkowski
Fax: (732) 745-8070
E-Mail: eborkowski@amerigenpharma.com

AMERIGEN PHARMACEUTICALS, INC.

By: _____
Ed Borkowski
Title: Chief Financial Officer, Secretary and Vice President

AMERIGEN PHARMACEUTICALS LTD.

By: _____
Ed Borkowski
Title: Attorney-in-fact

STP HOLDING LIMITED

By: _____
Brian Achenbach
Title: Director

STP HOLDING, L.L.C. LIMITED

By: _____
John Walter Lowry III
Title: Chief Executive Officer and President

SUZHOU AMERIGEN PHARMACEUTICAL CO., LTD.

By: _____
Karl Wagner
Title: Chairman and Legal Representative

Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for Amerigen
transaction

AGENT:

MIDCAP FINANCIAL TRUST

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

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

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

MidCap / Amerigen / IP Security Agreement

TRADEMARK
REEL: 005698 FRAME: 0530

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.	N/A	N/A

EXHIBIT C

Trademarks

Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work)	Expiration Date
Amerigen Pharmaceuticals, Inc.	Trademark 85/732,095	Registration date 9/18/12
Amerigen Pharmaceuticals, Inc.	Trademark 85/472,700	Registration date 11/15/11

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

N/A

N/A