

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM368309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMP Pharma, Inc.		12/31/2015	CORPORATION: NORTH CAROLINA
CMP Acquisition Company LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	150 4th Ave. S.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4517401	CMP	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard and Robert L. Brewer		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	108000-211		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	01/07/2016		
Total Attachments: 4			
source=Amendment to Intellectual Property Security Agreement#page1.tif			

CH \$40.00 4517401

source=Amendment to Intellectual Property Security Agreement#page2.tif

source=Amendment to Intellectual Property Security Agreement#page3.tif

source=Amendment to Intellectual Property Security Agreement#page4.tif

TRADEMARK

REEL: 005704 FRAME: 0526

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT


THIS AMENDMENT TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into and made effective as of December 31, 2015, ("Amendment Effective Date") by and among Regions Bank ("Regions Bank") as administrative agent for itself and the Lenders (as defined in that certain Credit Agreement dated August 7, 2012 by and among CMP Pharma, Inc., CMP Acquisition Company LLC and Regions Bank) (in such capacity, the "Administrative Agent") and CMP Pharma, Inc. and CMP Acquisition Company LLC (collectively, the "Grantors").

WHEREAS, Regions Bank and Grantors are parties to the Intellectual Property Security Agreement, dated as of August 7, 2012 (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Amendment. The Agreement is hereby amended to add the following at the end of Schedule 1:

Owner	Mark	Registration No.	Registration Date
CMP Pharma, Inc.	CMP (design) 	4,517,401	4//22/14

3. No Further Modification. Except as amended and modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

4. Entire Agreement. The Agreement as amended by this Amendment, constitutes the entire agreement of the parties on the subject matter hereof, and may not be amended except by written instrument signed by all parties.

5. Conflict. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to be one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

GRANTORS:

CMP PHARMA, INC.

By: 

Name: Gerald D. Sakowski

Title: Chief Executive Officer

CMP ACQUISITION COMPANY LLC

By: _____

Name: George Aitken-Davies

Title: Authorized Person

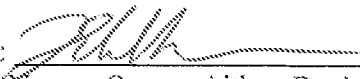
IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

GRANTORS:

CMP PHARMA, INC.

By: _____
Name: Gerald D. Sakowski
Title: Chief Executive Officer

CMP ACQUISITION COMPANY LLC

By:  _____
Name: George Aitken-Davies
Title: Authorized Person