

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMP Development LLC		01/01/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CMP Pharma, Inc.		
Street Address:	8026 U.S. Highway 264A		
City:	Farmville		
State/Country:	NORTH CAROLINA		
Postal Code:	27828		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86418628	CAROSPIR	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	39597-0013		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	01/20/2016		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2015, and effective as of January 1, 2016, (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by CMP Development LLC, a Delaware limited liability company (the “**Grantor**”) in favor of CMP Pharma, Inc., a North Carolina corporation (“**CMP Pharma**”).

RECITALS

WHEREAS, pursuant to that certain Guaranteed Promissory Note and Security Agreement dated January 1, 2016 by Grantor in favor of CMP Pharma (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Note**”), CMP Pharma has agreed to lend \$5,000,000 to the Grantor under the Note, all as more specifically described therein; capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Note;

WHEREAS, it is a condition precedent to the obligation of CMP Pharma to make the loan to Grantor under the Note that the Grantor execute and deliver this Intellectual Property Security Agreement to CMP Pharma for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantor desires to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

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

SECTION 1. GRANT OF SECURITY. The Grantor hereby grants to CMP Pharma, a security interest in and to all of Grantor’s right, title and interest in and to the following (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s obligations under the Note:

(a) All of Grantor’s trademarks, trade names, service marks, logos and other source identifiers, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith; patents, all reissues and extensions thereof, all applications for patents and all divisions, continuations and continuations-in-part thereof, all rights to obtain any reissues or extensions of the foregoing (including, without limitation, the trademark application listed on Schedule I attached hereto); and other intellectual property, development and laboratory records, formulations, know-how, production records, manufacturing procedures, raw materials, inventory, quality records, stability reports, packaging designs, copyrights, works of authorship, registrations and rights to obtain all renewals thereof, correspondences, approvals and government authorizations, including but not limited to the FDA orphan drug designation, and the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, and all income, royalties, damages and other payments for past, present or future infringements thereof, in each case, exclusively relating to the design,

development, marketing, manufacture, distribution and sale of Spironolactone Oral Suspension 25mg/5mL;

(b) All of Grantor's trademarks, trade names, service marks, logos and other source identifiers, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith; patents, all reissues and extensions thereof, all applications for patents and all divisions, continuations and continuations-in-part thereof, all rights to obtain any reissues or extensions of the foregoing; and other intellectual property, development and laboratory records, formulations, know-how, production records, manufacturing procedures, raw materials, inventory, quality records, stability reports, packaging designs, copyrights, works of authorship, registrations and rights to obtain all renewals thereof, correspondences, approvals and government authorizations, including but not limited to the FDA orphan drug designation, and the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, and all income, royalties, damages and other payments for past, present or future infringements thereof, in each case, exclusively relating to the design, development, marketing, manufacture, distribution and sale of Potassium Phosphate Injection 3mM P/mL (4.4mEq K/mL); and

(c) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the collateral.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Note, the provisions of the Note shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CMP DEVELOPMENT LLC

By 

Name: Gerald D. Sakowski

Title: Chief Executive Officer

Signature Page – Intellectual Property Security Agreement

TRADEMARK
REEL: 005712 FRAME: 0834

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Serial No. / Registration No.	Application/ Registration Date
CMP Development LLC	CAROSPIR	Application No. 86/418,628	