

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371678

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
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	
Serial Number:	86418628	CAROSPIR	
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:	02/02/2016		
Total Attachments: 3			
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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2015, and effective as of January 1, 2016, by CMP Pharma, Inc. (the "Grantor"), in favor of Regions Bank ("Regions Bank"), as administrative agent for itself and the Lenders (as defined below) (in such capacity, the ("Agent"), pursuant to the agreement titled Intellectual Property Security Agreement by and among Carolina Medical Products Company, CMP Acquisition Company LLC and Regions Bank and dated as of August 7, 2012 (the "Security Agreement"), the Credit Agreement by and among Carolina Medical Products Company, CMP Acquisition Company LLC and Regions Bank for the banks and other financial institutions or entities from time to time parties thereto (the "Lenders") as amended, restated, supplemented or otherwise modified from time to time and dated August 7, 2012 (the "Credit Agreement"), and the Guarantee and Collateral Agreement by and among Carolina Medical Products Company, CMP Acquisition Company LLC and Regions Bank and dated August 7, 2012 (the "Guarantee and Collateral Agreement").

RECITALS

WHEREAS, Carolina Medical Products Company changed its name to CMP Pharma, Inc. effective as of February 25, 2014;

WHEREAS, Grantor has granted to Regions Bank under the Security Agreement, Credit Agreement, and Guarantee and Collateral Agreement a security interest in all of Grantor's right, title and interest in and to various assets of the Grantor, including without limitation all Accounts, Chattel Paper, General Intangibles, Intellectual Property and Instruments (as each such term is defined in the Guarantee and Collateral Agreement) owned or acquired by Grantor as collateral security for the prompt and complete payment and performance of Grantor's obligations under the Credit Agreement and Guarantee and Collateral Agreement;

WHEREAS, concurrently herewith Grantor is entering into a Restructuring Agreement, Assignment Agreement, and Guaranteed Promissory Note and Security Agreement, whereby Grantor is assigning U.S. Application No. 86/418,628 (the "Application") to CMP Development LLC ("DevelopmentCo"), and DevelopmentCo is granting to Grantor a continuing security interest (the "Security Interest") in the Application (as amended, modified, supplemented or restated from time to time, the "Assignment Agreements"); and

WHEREAS, it is a condition precedent to the obligation of Lenders to make its extension of credit to Grantor under the Credit Agreement that Grantor execute and deliver this Agreement to Agent for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the terms and conditions contained herein, and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of Grantor by Lenders, and for other consideration the receipt and adequacy of which are hereby acknowledged, each Grantor and Regions Bank hereby agree as follows:

1. Security Interest Grant. Grantor hereby grants to the Agent for the benefit of Lenders a security interest in and to all of Grantors' right, title and interest in and to the Security Interest, as collateral security for the prompt and complete payment and performance when due and any and all proceeds thereof.

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies the Agent with respect to the security interest in the Security Interest made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

5. 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.

[Signature Page Follows]

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

GRANTOR:

CMP PHARMA, INC.

By: 

Name: Gerald D. Sakwoski

Title: Chief Executive Officer

Signature Page to Security Agreement