

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orexigen Therapeutics, Inc.		03/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St.Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3396807	OREXIGEN	
Registration Number:	3396021	OREXIGEN	
Registration Number:	3393576	CONTRAVE	
Registration Number:	4584983	WEIGHTMATE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Samuel W. Learner		
Address Line 1:	800 Boylston St.		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Samuel W. Learner		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	03/21/2016		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 21, 2016 (this “Trademark Security Agreement”), by and among the signatory hereto indicated as a “Pledgor” (the “Pledgor”) in favor of U.S. Bank National Association solely in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain Indenture, dated as of March 21, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Orexigen Therapeutics, Inc., a Delaware corporation, as issuer, and U.S. Bank National Association, as trustee and as collateral agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of March 21, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 5. Governing Law. The terms of Sections 19.04 and 19.12 of the Indenture with respect to governing law, consent of jurisdiction, service of process, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

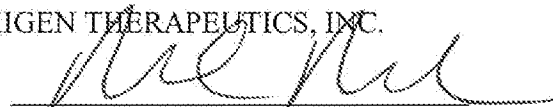
SECTION 6. Concerning the Collateral Agent. U.S. Bank National Association is entering this Agreement not in its individual capacity, but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Indenture, including without limitation in Articles 7 and 17 thereof, as if such rights, privileges and immunities were expressly set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OREXIGEN THERAPEUTICS, INC.

By:



Name: Michael A. Narachi

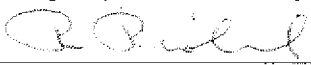
Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005754 FRAME: 0243


Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

OWNER	TITLE	REGISTRATION NUMBER
Orexigen Therapeutics, Inc.	OREXIGEN	3396807
Orexigen Therapeutics, Inc.		3396021
Orexigen Therapeutics, Inc.	CONTRA VE	3393576
Orexigen Therapeutics, Inc.	WEIGHTMATE	4584983

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