

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metabolic Solutions Development Company, LLC		04/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alzheimer's Drug Discovery Foundation		
<b>Street Address:</b>	57 West 57th Street		
<b>Internal Address:</b>	Suite 904		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3473765	MITOGLITAZONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668453		
<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>			
<b>Phone:</b>	248-566-8452		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Jennifer M. Hetu		
<b>Address Line 1:</b>	39400 Woodward Avenue		
<b>Address Line 2:</b>	Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	223259-370188		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Hetu, Attorney of record		
<b>SIGNATURE:</b>	/jmh/		
<b>DATE SIGNED:</b>	05/04/2016		
<b>Total Attachments: 8</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2016 by and between ALZHEIMER DRUG DISCOVERY FOUNDATION, (“*Grantee*”) and METABOLIC SOLUTIONS DEVELOPMENT COMPANY, LLC a Delaware limited liability company (“*Grantor*”).

**RECITALS**

WHEREAS, Grantor is indebted to Grantee pursuant to that certain Convertible Promissory Note dated April 5, 2011, as amended by that certain First Amendment to Convertible Promissory Note and Security Agreement of even date herewith (the “*Note*”); and

WHEREAS, the Note is secured by a lien on all of Grantor’s assets, except for those assets relating to the compound 5-(4-(2-(3-methoxyphenyl)-2-oxoethoxy)benzyl)thiazolidine-2,4-dione (“*MSDC 0602*”), pursuant to that certain Security Agreement dated February 3, 2014, as amended pursuant to that First Amendment to Convertible Promissory Note and Security Agreement between Grantee and Grantor of even date herewith (the “*Security Agreement*”); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Security Agreement; and

WHEREAS, Grantee and Grantor previously entered into that certain Intellectual Property Security Agreement dated February 3, 2014 (the “*Intellectual Property Security Agreement*”) specifically identifying the intellectual property assets constituting the Collateral; and

WHEREAS, Grantee and Grantor desire to amend the Intellectual Property Security Agreement as set forth herein, so as to remove from the Collateral all intellectual property assets relating to MSDC 0602.

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 Note and all other agreements now existing or hereafter arising between Grantor and Grantee, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Note and under any other agreement now existing or hereafter arising between Grantee and Grantor, Grantor grants and pledges to Grantee a security interest in all of Grantor’s right, title and interest in, to and under all of its intellectual property, but excluding any intellectual property relating to MSDC 0602, (including without limitation those copyrights, copyright applications, patents, patent applications, trademarks, and trademark applications listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds

of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, ***“Intellectual Property Collateral”***).

This security interest is granted in conjunction with the Note and the Security Agreement (together, the Note, the Security Agreement and this Intellectual Property Security Agreement, are the ***“Loan Documents”***). The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Note and the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein or in the Note or any of the Loan 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 Grantee of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Collateral in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantee acknowledges Grantee’s initial security interest in the Intellectual Property Collateral shall not be a first priority lien.

**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.

Address of Grantor:

161 E. Michigan Ave., 4<sup>th</sup> Fl.  
Kalamazoo, MI 49007

GRANTOR:

METABOLIC SOLUTIONS  
DEVELOPMENT COMPANY, LLC

By: 

Name: Stephen Benoit

Title: CEO

Address of Grantee:

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:

ALZHEIMER DRUG DISCOVERY  
FOUNDATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

**GRANTOR:**

Address of Grantor:

**METABOLIC SOLUTIONS  
DEVELOPMENT COMPANY, LLC**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

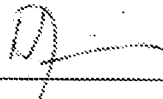
Title: \_\_\_\_\_

**GRANTEE:**

Address of Grantee:

**ALZHEIMER DRUG DISCOVERY  
FOUNDATION**

57 West 57<sup>th</sup> St., Suite 904  
New York, NY 10019

By: 

Name: H. F. Hill

Title: EXEC. DIRECTOR

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
N/A	N/A	N/A

**EXHIBIT B**  
**PATENTS**

Title	Patent OR Serial Number	Issue OR Filing Date
THIAZOLIDINEDIONE ANALOGUES FOR THE TREATMENT OF HYPERTENSION AND FOR LOWERING LIPIDS	U.S. Serial No. 60/782,787	03/16/2006
THIAZOLIDINEDIONE ANALOGUES FOR THE TREATMENT OF HYPERTENSION AND FOR LOWERING LIPIDS	PCT Serial No. PCT/US2007/006385	03/14/2007
THIAZOLIDINEDIONE ANALOGUES FOR THE TREATMENT OF HYPERTENSION AND FOR LOWERING LIPIDS	U.S. Pat. No. 8,629,159	01/14/2014
Thiazolidinedione Analogues	U.S. Serial No. 60/782,894	03/16/2006
Thiazolidinedione Analogues	PCT Serial No. PCT/US2007/006321	03/14/2007
Thiazolidinedione Analogues	U.S. Serial No. 12/283,811	09/16/2008
Thiazolidinedione Analogues	U.S. Pat. No. 8,389,556	03/05/2013
Thiazolidinedione Analogues	U.S. Serial No. 13/751,672	01/28/2013
Thiazolidinedione Analogues	U.S. Pat. No. 9,155,729	10/13/2015



Title	Patent OR Serial Number	Issue OR Filing Date
SYNTHESIS FOR THIAZOLIDINEDIONE COMPOUNDS	U.S. Serial No. 61/372,269	08/10/2010
SYNTHESIS FOR THIAZOLIDINEDIONE COMPOUNDS	PCT Serial No. PCT/US2011/046992	08/09/2011
SYNTHESIS FOR THIAZOLIDINEDIONE COMPOUNDS	U.S. Pat. No. 8,895,748	11/25/2014
SYNTHESIS FOR THIAZOLIDINEDIONE COMPOUNDS	U.S. Pat. No. 8,946,435	02/03/2015
PPAR-SPARING COMPOUNDS FOR THE TREATMENT OF METABOLIC DISEASES	U.S. Serial No. 61/856,850	07/22/2013
PPAR-SPARING COMPOUNDS FOR THE TREATMENT OF METABOLIC DISEASES	PCT Serial No. PCT/US2014/047411	07/21/2014
PPAR-SPARING COMPOUNDS FOR THE TREATMENT OF METABOLIC DISEASES	U.S. Serial No. 14/906,686	07/21/2016

**EXHIBIT C**  
**TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
UNITED STATES	MITOGLITAZONE	78/725,884	10/04/2005	3,473,765	07/22/2008

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