

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM389839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TARSA THERAPEUTICS, INC.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	133 N. FAIRFAX STREET		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86400256	TRALEZA	
Serial Number:	86400228	TBRIA	
Serial Number:	86400220	RMAKAL	
Serial Number:	86400202	AVORYN	
Registration Number:	3912357	TARSA THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	306909-108 TARSA		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	06/30/2016		

CH \$140.00 86400256

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as June 30, 2016, by and between OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”) for the Lenders (as defined below), and TARSA THERAPEUTICS, INC., a Delaware corporation with offices located at 8 Penn Center, 1628 John F. Kennedy Boulevard, Suite 1400, Philadelphia, PA 19103 (“**Grantor**”).

RECITALS

A. Pursuant to a Loan and Security Agreement dated as of June 25, 2014 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”) among Collateral Agent, the lenders from time to time party thereto (the “**Lenders**”), including without limitation, Oxford, and Grantor, Lenders agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”); capitalized terms used herein are used as defined in the Loan Agreement. Lenders are willing to make, and to continue to make, the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or servicemarks on the basis of Grantor’s “intent to use” such trademarks or servicemarks solely to the extent that the grant of a security interest in any such trademark or servicemark application would materially adversely affect the validity or enforceability of the resulting trademark or servicemark registration or result in cancellation of such trademark or servicemark application.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in

addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement 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 Collateral Agent, of any or all other rights, powers or remedies. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, this Agreement shall govern and control.

Grantor represents and warrants that as of June 30, 2016, Exhibits A, B, C, and D attached hereto set forth any and all intellectual property rights 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.

[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.

GRANTOR:

Address of Grantor:

TARSA THERAPEUTICS, INC.

8 Penn Center
1628 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103

By: 

Name: David Brand

Title: President

Attn: David Brand

COLLATERAL AGENT:

Address of Collateral Agent:

OXFORD FINANCE LLC

133 N. Fairfax Street
Alexandria, VA 22314

By: _____

Name: _____

Title: _____

Attn: Legal Department

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:

TARSA THERAPEUTICS, INC.

8 Penn Center
1628 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103

Attn: David Brand

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

OXFORD FINANCE LLC

133 N. Fairfax Street
Alexandria, VA 22314

Attn: Legal Department

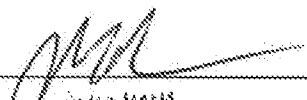
By:  _____
Name: Julian Morris
Title: Vice President - Finance, Secretary & Treasurer

EXHIBIT A

Copyrights NONE

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Calcitonin products and therapies for treating inflammatory or degenerative diseases	9,220,758	12/29/15
Calcitonin products and therapies for treating inflammatory or degenerative diseases – ABANDONED	13/238,801	09/21/11
Calcitonin Products And Therapies For Treating Inflammatory Or Degenerative Diseases	14/977,879	12/22/15

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
TRALEZA	86/400,256	09/19/14
TBRIA	86/400,228	09/19/14
RMAKAL	86/400,220	09/19/14
AVORYN	86/400,202	09/19/14
TARSA THERAPEUTICS	3,912,357	01/25/11

EXHIBIT D

Mask Works NONE

Description

Registration/
Application
Number

Registration/
Application
Date