

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORUM PHARMACEUTICALS INC.		05/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FMR LLC		
Street Address:	155 Seaport Blvd.		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4896496		
Registration Number:	4896495	FORUM PHARMACEUTICALS	
Registration Number:	4896497	FORUM PHARMACEUTICALS	
Registration Number:	4895923	FORUM PHARMACEUTICALS	
Serial Number:	86234381	LUMORY	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	031049.250964		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	06/30/2016		

OP \$140.00 4896496

Total Attachments: 13

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Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of May 23 2016 (this “**Agreement**”), is made by FORUM Pharmaceuticals Inc., a Delaware corporation (the “**Grantor**”), in favor of FMR LLC, a Delaware limited liability company (the “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 23, 2016 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Loan Agreement**”), by and between Grantor and Lender, Lender has agreed to make the Term Loan to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and make the Term Loan to Borrower thereunder, Grantor hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement and Grantor hereby acknowledges and

agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Loan and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Loan and Security Agreement shall control.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Loan and Security Agreement.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Massachusetts.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

FORUM Pharmaceuticals Inc.

By: _____

Name: Todd Shegog

Title: President, Chief Financial Officer and Treasurer

LENDER:

FMR LLC

By: _____

Name: Steven F. Schiffman

Title: Treasurer

[Signature Page to Trademark Security Agreement]

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

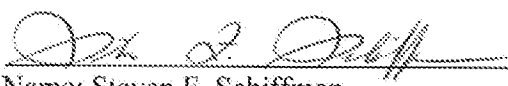
GRANTOR:

FORUM Pharmaceuticals Inc.

By: _____
Name:
Title:

LENDER:

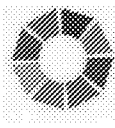
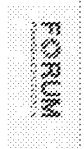

FMR LLC

By:  _____
Name: Steven F. Schiffman
Title: Treasurer

SCHEDULE 1
TO

TRADEMARK SECURITY AGREEMENT
Trademark Registrations

REGISTERED TRADEMARKS

Classification	Image	Status	Application Number	Registration Number	Application Date	Registration Date	Owner Name
Design Only		Registered	App 86977893	Reg 4896496	App 24-JAN-2014	Reg 02-FEB-2016	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Registered	App 86977892	Reg 4896495	App 24-JAN-2014	Reg 02-FEB-2016	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Registered	App 86977894	Reg 4896497	App 24-JAN-2014	Reg 02-FEB-2016	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Registered	App 76979058	Reg 4895923	App 13-DEC-2013	Reg 02-FEB-2016	FORUM PHARMACEUTICALS INC.

ENVIVO ¹	EnVivo	Cancelled Cancellation Section: 8	App 78980165	Reg 3438434	App 20-APR- 2006	Reg 27-MAY- 2008	ENVIVO PHARMACEUTICALS, INC.
Design Only ²		Registered	App 78240755	Reg 3477882	App 22-APR- 2003	Reg 29-JUL- 2008	ENVIVO PHARMACEUTICALS, INC.
ENVIVO PHARMACEUTICALS ³		Registered	App 78240748	Reg 3392705	App 22-APR- 2003	Reg 04-MAR- 2008	ENVIVO PHARMACEUTICALS, INC.
ENVIVO PHARMACEUTICALS ⁴		Registered	App 78240753	Reg 3477881	App 22-APR- 2003	Reg 29-JUL- 2008	ENVIVO PHARMACEUTICALS, INC.
ENVIVO PHARMACEUTICALS Thomson CompuMark Trademark: ENVIVO PHARMACEUTICALS ⁵		Registered	App 1193685	Reg TMAA755547	App 22-OCT- 2003	Reg 17-DEC- 2009	EnVivo Pharmaceuticals, Inc. (A Delaware Corporation)

¹ Note: Mark has been abandoned.
² Note: Mark has been abandoned.
³ Note: Mark has been abandoned.
⁴ Note: Mark has been abandoned.
⁵ Note: Mark has been abandoned.

ENVIVO PHARMACEUTICALS ⁶	RENEWED (REGISTERED)	App 625863	Reg 823296	App 22-OCT- 2003	Reg 27-FEB- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ⁷	RENEWED (REGISTERED)	App 625862	Reg 824331	App 22-OCT- 2003	Reg 08-MAR- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ⁸	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED TRADEMARK	App 2469277	Reg 2024881	App 22-OCT- 2003	Reg 03-MAY- 2005	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ⁹	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED TRADEMARK	App 2469278	Reg 2024884	App 22-OCT- 2003	Reg 03-MAY- 2005	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ¹⁰	REGISTRATION (REGISTERED)	App 825894646	Reg 825894646	App 22-OCT- 2003	Reg 19-MAY- 2009	ENVIVO PHARMACEUTICALS, INC. (United States of America)

⁶ Note: Mark has been abandoned.
⁷ Note: Mark has been abandoned.
⁸ Note: Mark has been abandoned.
⁹ Note: Mark has been abandoned.
¹⁰ Note: Mark has been abandoned.

ENVIVO PHARMACEUTICALS ¹¹		REGISTRATION (REGISTERED)	App 825894654	Reg 825894654	App 22-OCT- 2003	Reg 19-MAY- 2009	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ¹²		REGISTRATION (REGISTERED)	App 201011673	Reg 262513	App 05-NOV- 2010	Reg 14-NOV- 2011	EnVivo Pharmaceuticals Inc (United States of America)
Design Only ¹³		REGISTRATION (REGISTERED)	App 201011674	Reg 260160	App 05-NOV- 2010	Reg 27-MAY- 2011	EnVivo Pharmaceuticals Inc (United States of America)
ENVIVO PHARMACEUTICALS Original Trademark Name: ENVIVO PHARMACEUTICALS ¹⁴		REGISTRATION (REGISTERED)	App 2003720775	Reg 288009	App 23-OCT- 2003	Reg 28-APR- 2005	ENVIVO PHARMACEUTICALS (United States of America) ЭнВиво Фармацевтикалс, Инк.
ENVIVO PHARMACEUTICALS ¹⁵		REGISTRATION (REGISTERED)	App 62154/2010	Reg 613444	App 08-NOV- 2010	Reg 30-MAR- 2011	EnVivo Pharmaceuticals, Inc. (United States of America)

¹¹ Note: Mark has been abandoned.
¹² Note: Mark has been abandoned.
¹³ Note: Mark has been abandoned.
¹⁴ Note: Mark has been abandoned.
¹⁵ Note: Mark has been abandoned.

Design Only ¹⁶		REGISTRATION (REGISTERED)	App 62155/2010	Reg 613436	App 08-NOV- 2010	Reg 30-MAR- 2011	Envivo Pharmaceuticals, Inc. (United States of America)
ENVIVO PHARMACEUTICALS ¹⁷	<small>ENVIVO PHARMACEUTICALS</small> 	REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED	App 9635368	Reg 9635368	App 31-DEC- 2010	Reg 21-JUN- 2011	Envivo Pharmaceuticals, Inc. (United States of America)
Design Only ¹⁸		REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED	App 9502295	Reg 9502295	App 05-NOV- 2010	Reg 28-JUN- 2011	Envivo Pharmaceuticals, Inc. (United States of America)
ENVIVO PHARMACEUTICALS ¹⁹	<small>ENVIVO PHARMACEUTICALS</small> 	REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED	App 3430394	Reg 3430394	App 22-OCT- 2003	Reg 07-MAR- 2005	Envivo Pharmaceuticals, Inc. (United States of America)
ENVIVO PHARMACEUTICALS ²⁰	<small>ENVIVO PHARMACEUTICALS</small> 	REGISTRATION (REGISTERED)	App 3816895	Reg 3816895	App 26-NOV- 2003	Reg 07-JUN- 2006	ENVIVO PHARMACEUTICALS, INC. (United States of America)

¹⁶ Note: Mark has been abandoned.
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¹⁸ Note: Mark has been abandoned.
¹⁹ Note: Mark has been abandoned.
²⁰ Note: Mark has been abandoned.

TRADEMARK

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ENVIVO PHARMACEUTICALS ²¹		REGISTRATION (REGISTERED)	App 3816894	Reg 3816894	App 26-NOV- 2003	Reg 21-APR- 2006	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ²²		LAPSED [EXPIRED] (CANCELLED)	App 2003- 095004	Reg 4783294	App 28-OCT- 2003	Reg 02-JUL- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ²³		REGISTRATION (REGISTERED)	App 092063474	Reg 01110484	App 31-OCT- 2003	Reg 16-JUL- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ²⁴		REGISTRATION (REGISTERED)	App 092063475	Reg 01105127	App 31-OCT- 2003	Reg 01-JUN- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
ENVIVO PHARMACEUTICALS ²⁵		REGISTRATION (REGISTERED) Status According to PTO: REGISTERED / PROTECTED	App 975245	Reg 975245	App 23-OCT- 2003	Reg 23-OCT- 2003	EnVivo Pharmaceuticals, Inc (United States of America)

²¹ Note: Mark has been abandoned.
²² Note: Mark has been abandoned.
²³ Note: Mark has been abandoned.
²⁴ Note: Mark has been abandoned.
²⁵ Note: Mark has been abandoned.

ENVIVO PHARMACEUTICALS ²⁶	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED	App 703453	Reg 703453	App 23-OCT- 2003	Reg 10-MAY- 2004	ENVIVO PHARMACEUTICALS, INC. (United States of America)
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TRADEMARK APPLICATIONS


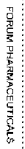
Citation	Image	Status	Application Number	Application Date	Owner Name
FEARLESS FOCUS ²⁷	FEARLESS FOCUS	Published (Pending) Intent to Use	App 86266220	App 29-APR- 2014	FORUM PHARMACEUTICALS INC.
LUMORY ²⁸	LUMORY	Published (Pending) Intent to Use	App 86234381	App 27-MAR- 2014	FORUM PHARMACEUTICALS INC.
LUMEMRI ²⁹	LUMEMRI	Abandoned Intent to Use	App 86234346	App 27-MAR- 2014	FORUM PHARMACEUTICALS INC.

²⁶ Note: Mark has been abandoned.

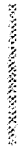
²⁷ Note: Application has been abandoned.

²⁸ Note: Application has been abandoned.

²⁹ Note: Application has been abandoned.

LUMEMRY ³⁰		Abandoned Intent to Use	App 86234297	App 27-MAR-2014	FORUM PHARMACEUTICALS INC.
LUMORRY ³¹		Abandoned Intent to Use	App 86234482	App 27-MAR-2014	FORUM PHARMACEUTICALS INC.
Design Only		Abandoned Intent to Use	App 86174446	App 24-JAN-2014	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Abandoned Intent to Use	App 86174471	App 24-JAN-2014	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Abandoned Intent to Use	App 86174459	App 24-JAN-2014	FORUM PHARMACEUTICALS INC.
FORUM PHARMACEUTICALS		Abandoned Intent to Use	App 76715546	App 13-DEC-2013	FORUM PHARMACEUTICALS INC.

³⁰ Note: Application has been abandoned.
³¹ Note: Application has been abandoned.

ENVIVO PHARMACEUTICALS ³²		Abandoned Intent to Use	App 77140751	App 26-MAR- 2007	ENVIVO PHARMACEUTICALS, INC.
EN VIVO ³³		Abandoned Intent to Use	App 78866291	App 20-APR- 2006	ENVIVO PHARMACEUTICALS, INC.

TRADEMARK LICENSES

3. None.

³² Note: Application has been abandoned.
³³ Note: Application has been abandoned.