

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arbor Pharmaceuticals, LLC		07/05/2016	Limited Liability Company: DELAWARE
Wilshire Pharmaceuticals, Inc.		07/05/2016	Corporation: DELAWARE
XenoPort, Inc.		07/05/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	5022 Gate Parkway, Suite 100
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	Corporation: GERMANY

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	86721318	ARBOR E-Z RX
Registration Number:	4446271	ARBOR PHARMACEUTICALS
Registration Number:	4146108	ARBOR PHARMACEUTICALS, INC.
Registration Number:	1896747	BIDIL
Serial Number:	86607627	CETYLEV
Registration Number:	1077242	E.E.S.
Registration Number:	1058892	E.E.S. 400
Registration Number:	1144690	EES
Registration Number:	1082192	ERYDERM
Registration Number:	1251456	ERYPED
Registration Number:	1211217	ERY-TAB
Registration Number:	590748	ERYTHROCIN
Registration Number:	4740064	EVEKEO
Registration Number:	4459670	EXERSCORE
Registration Number:	4299266	EXERSCRIPT
Registration Number:	3904570	N
Registration Number:	4369144	NYMALIZE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1437037	PCE
Registration Number:	3881019	PEDIADERM
Registration Number:	3735333	SKLICE
Registration Number:	4728651	SOTYLIZE
Registration Number:	4397018	ZENZEDI
Registration Number:	2621465	NITROMED
Registration Number:	4268688	ARLOFTA
Registration Number:	4071035	HORIZANT
Registration Number:	4268689	REFLESO
Registration Number:	4268690	RELTAUT
Registration Number:	3923308	TRANSEO
Registration Number:	2935290	XENOPORT
Registration Number:	2925591	XENOPORT
Registration Number:	3877314	XENOPORT
Registration Number:	3877315	XENOPORT
Registration Number:	4564923	WILSHIRE PHARMACEUTICALS

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	36808/21
NAME OF SUBMITTER:	MARC ELZWEIG
SIGNATURE:	/MARC ELZWEIG/
DATE SIGNED:	07/05/2016

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 5, 2016, is made by Arbor Pharmaceuticals, LLC, a Delaware limited liability company located at Six Concourse Parkway, Suite 1800, Atlanta, GA 30328, Wilshire Pharmaceuticals, Inc., a Delaware corporation located at Six Concourse Parkway, Suite 1800, Atlanta, GA 30328, and XenoPort, Inc., a Delaware corporation located at 3410 Central Expressway, Santa Clara, CA (each, a “Grantor”, and, collectively, the “Grantors”), in favor of Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of July 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Arbor Pharmaceuticals, Inc., a Delaware corporation, as Holdings (“Holdings”), Arbor Pharmaceuticals, LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and collectively, together with the Swingline Lender, the “Lenders”) and the Agent, as the Administrative Agent, the Collateral Agent, the Swingline Lender and the Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 5, 2016 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Borrower and the Letter of Credit Issuer to issue Letters of Credit, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

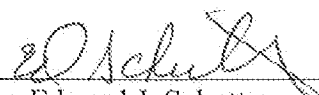
ARBOR PHARMACEUTICALS, LLC,
as the Grantor

By: 
Name: Edward J. Schutter
Title: Chief Executive Officer

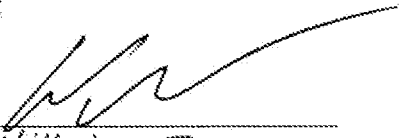
WILSHIRE PHARMACEUTICALS, INC.,
as the Grantor

By: 
Name: Edward J. Schutter
Title: Chief Executive Officer

XENOPORT, INC.,
as the Grantor

By: 
Name: Edward J. Schutter
Title: President

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Agent

By: 
Name: William Fraven
Title: MD

By: 
Name: Mary Kay Coyle
Title: Managing Director

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Owner/ Grantor	Application No.	Registration No.	Trademark
Arbor Pharmaceuticals, LLC	86/721,318		ARBOR E-Z RX
Arbor Pharmaceuticals, LLC	85/748,821	4,446,271	ARBOR PHARMACEUTICALS
Arbor Pharmaceuticals, LLC	85/427,281	4,146,108	ARBOR PHARMACEUTICALS, INC.
Arbor Pharmaceuticals, LLC	74/317,284	1,896,747	BIDIL
Arbor Pharmaceuticals, LLC	86/607,627		CETYLEV
Arbor Pharmaceuticals, LLC	73/118,139	1,077,242	E.E.S.
Arbor Pharmaceuticals, LLC	73/066,179	1,058,892	E.E.S. 400
Arbor Pharmaceuticals, LLC	73/221,719	1,144,690	EES
Arbor Pharmaceuticals, LLC	73/124,970	1,082,192	ERYDERM
Arbor Pharmaceuticals, LLC	73/351,494	1,251,456	ERYPED
Arbor Pharmaceuticals, LLC	73/286,993	1,211,21 7	ERY-TAB
Arbor Pharmaceuticals, LLC	71/636,577	590,748	ERYTHROCIN
Arbor Pharmaceuticals, LLC	86/147,416	4,740,064	EVEKEO
Arbor Pharmaceuticals, LLC	85/560,877	4,459,670	EXERSCORE
Arbor Pharmaceuticals, LLC	85/560,878	4,299,266	EXERSCRIPT
Arbor Pharmaceuticals, LLC	77/056,924	3,904,570	N Logo 
Arbor Pharmaceuticals, LLC	85/404,726	4,369,144	NYMALIZE
Arbor Pharmaceuticals, LLC	73/593,507	1,437,037	PCE
Arbor Pharmaceuticals, LLC	77/788,925	3,881,019	PEDIADERM
Arbor Pharmaceuticals, LLC	78/754,601	3,735,333	SKLICE
Arbor Pharmaceuticals, LLC	86/147,411	4,728,651	SOTYLIZE
Arbor Pharmaceuticals, LLC	85/550,865	4,397,018	ZENZEDI
Arbor Pharmaceuticals, LLC	78/067,768	2,621,465	NTROMED
Xenoport, Inc.	85/126,138	4,268,688	ARLOFTA
Xenoport, Inc.	77/782,887	4,071,035	HORIZANT

Registered Owner/ Grantor	Application No.	Registration No.	Trademark
Xenoport, Inc.	85/126,246	4,268,689	REFLESO
Xenoport, Inc.	85/126,261	4,268,690	RELTAUT
Xenoport, Inc.	77/074,737	3,923,308	TRANSEO
Xenoport, Inc.	76/321,335	2,935,290	XENOPORT
Xenoport, Inc.	76/321,333	2,925,591	XENOPORT
Xenoport, Inc.	77/411,875	3,877,314	XENOPORT
Xenoport, Inc.	77/411,880	3,877,315	XENOPORT & Design
Wilshire Pharmaceuticals, Inc.	85/749,031	4,564,923	WILSHIRE PHARMACEUTICALS