

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM393433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW HAVEN PHARMACEUTICALS, INC.		08/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CONNECTICUT INNOVATIONS, INCORPORATED		
<b>Street Address:</b>	865 Brook Street		
<b>City:</b>	Rocky Hill		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06067		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4851723	DURLAZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	860-509-5347		
<b>Email:</b>	cguilmette@uks.com		
<b>Correspondent Name:</b>	Gregg J. Lallier, Esquire		
<b>Address Line 1:</b>	100 Pearl Street		
<b>Address Line 2:</b>	Updike, Kelly & Spellacy, P.C.		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Christine Guilmette		
<b>SIGNATURE:</b>	/Christine Guilmette/		
<b>DATE SIGNED:</b>	08/02/2016		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 1, 2016 by **NEW HAVEN PHARMACEUTICALS, INC.**, a Delaware corporation (the “**Company**”) for the benefit of the holders of Notes (as defined by the Note Purchase Agreement, as defined below) (the “**Secured Parties**”).

### **W I T N E S S E T H**

**WHEREAS**, pursuant to the terms of a certain Note Purchase Agreement dated as of the date hereof among the Company and the Secured Parties (as amended and in effect, the “**Note Purchase Agreement**”), the Secured Parties have agreed to purchase Notes from the Company; and

**WHEREAS**, pursuant to the Note Purchase Agreement, the Company has granted to the Secured Parties a security interest in the Collateral (as defined by the Note Purchase Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Note Purchase Agreement); and

**WHEREAS**, this Agreement is supplemental to the provisions contained in the Note Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Note Purchase Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“**Copyrights**” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Domain Names**” means all domain names and domain name registration applications, that are owned by the Company or in which the Company has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

“**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all

divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on **Schedule A** attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## **2. SECURITY INTEREST AND PLEDGE.**

**2.1. Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, the Company hereby unconditionally grants to the Secured Parties a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (the “**IP Collateral**”), and all Proceeds (as defined in the UCC) of any of the foregoing. The Company hereby authorizes the Secured Parties to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default (as defined in the Notes) and the exercise of the remedies of any Secured Party under this Agreement and the Note Purchase Agreement.

**2.2. Supplemental Security Agreement.** Pursuant to the Note Purchase Agreement, Company has granted to the Secured Parties, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Note Purchase Agreement, and all rights and interests of the Secured Parties in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Note Purchase Agreement, the security interest of any Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Note Purchase Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of any

Secured Party in and to the Collateral under or in connection with the Note Purchase Agreement, this Agreement or the UCC. Any and all rights and interests of any Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of the Company with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Parties (and the Obligations of Company) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Note Purchase Agreement and shall not be in derogation thereof. NONE OF THE SECURED PARTIES ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

**2.3. Control of Pledge.** The Company shall comply with the reasonable instructions given by the Required Holders regarding the IP Collateral in accordance with this Agreement. To the maximum extent permitted by applicable law, the Company does hereby pledge, transfer, set over, warrant, and assign unto the Secured Parties of all right, title and interest of the Company in and to the IP Collateral to secure the payment and performance of the Obligations; provided that the foregoing is an assignment only of all of the rights which the Company may now or at any time hereafter have in the IP Collateral, and the none of the Secured Parties shall be deemed by virtue of this Agreement to have assumed any of the obligations of the Company under any agreements regarding the IP Collateral, which obligations the Company does hereby covenant and agree to perform and observe as if the foregoing assignment and pledge had not been made.

**3. AFTER-ACQUIRED DOMAIN NAMES, ETC.**

**3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, the Company shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Note Purchase Agreement shall automatically apply thereto and the Company shall promptly give to the Secured Parties notice thereof in writing and execute and deliver to the Secured Parties such documents or instruments as any Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Parties therein.

**3.2. Amendment to Schedule.** The Company authorizes each Secured Party to modify this Agreement, without the necessity of the Company's further approval or signature, by amending Schedule A hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by the Company pursuant to the Note Purchase Agreement.

4. **NO ASSUMPTION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NONE OF THE SECURED PARTIES ASSUMES ANY LIABILITIES OF THE COMPANY WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE COMPANY'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE COMPANY, AND THE COMPANY SHALL INDEMNIFY EACH SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Secured Parties with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Note Purchase Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Note Purchase Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of any Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to any Secured Party under the Note Purchase Agreement.

6. **AMENDMENT AND WAIVER.** The terms of this Agreement shall only be amended, terminated or waived by written agreement or agreements entered into by the Company and the Required Holders.

7. **FILINGS.** Each Secured Party may at any time and from time to time, at Company's expense, file, or have such Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile

or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

**[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

[Signature Page to Intellectual Property Security and Pledge Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security and Pledge Agreement is signed and delivered on the date first set forth above.

NEW HAVEN PHARMACEUTICALS, INC.

By: 

Name: Harry H. Penner, Jr.

Title: Executive Chairman



# Schedule A – Registered IP

## Trademarks

Marks	Brief Description	Mark Type	Class	Serial Number	Filing Date	Registration Date	Registration Number
DURLAZA						November 10, 2015	4851723

## Patents

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number

## Domain Names

Domain Name	Expires	Purpose

## Copyrights

Copyright	Reg No.	Description

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