

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dance Biopharm, Inc.		06/01/2016	Corporation: DELAWARE
Dance Biopharm Holdings, Inc.		06/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, L.P.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86000880	ADAGIO	
Serial Number:	86002025	DANCE	
Registration Number:	4400640	DANCE	
Serial Number:	85239930	IHALER	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	267520		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/25/2016		

CH \$115.00 86000880

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2016 by and among Dance Biopharm, Inc., a Delaware corporation ("**Dance**"), Dance Biopharm Holdings, Inc., a Delaware corporation ("**Dance Biopharm**") and, together with Dance, each a "**Grantor**" and, collectively, the "**Grantors**") and Hercules Technology III, L.P., a Delaware limited partnership ("**Lender**").

RECITALS

A. Dance and Lender are parties to that certain Loan and Security Agreement, dated October 30, 2013, as amended by (i) that certain Amendment, Waiver and Consent dated as of November 3, 2014, and (ii) that certain Forbearance and Second Amendment dated as of the date hereof (as may be further amended, restated or otherwise modified, the "**Loan Agreement**", with capitalized terms used and not defined herein as defined in the Loan Agreement), pursuant to which Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "**Loans**") in the amounts and manner set forth therein.

B. Pursuant to that certain Joinder and Assumption Agreement by and among the Grantors and Lender dated as of September 30, 2015, Dance Biopharm became a party to the Loan Agreement as a Borrower thereunder.

C. The Grantors are in default under the Loan Agreement as a result of their being insolvent (the "**Existing Default**").

D. Pursuant to that certain Forbearance and Second Amendment dated as of the date hereof, Lender is willing to refrain from taking actions against the Grantors with respect to the Existing Default, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

E. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its 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 and all other Loan Documents now existing or hereafter arising between Grantors and Lender, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure their obligations under the Loan Agreement and under any other Loan Document now existing or hereafter arising among Lender and Grantors, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks 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 security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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.

Address of Grantor:
150 North Hill Drive, Suite 24
Brisbane, CA 94005

GRANTORS:

DANCE BIOPHARM, INC.

By: John S. Patton

Name: John S. Patton

Title: Chief Executive Officer

Address of Grantor:
150 North Hill Drive, Suite 24
Brisbane, CA 94005

DANCE BIOPHARM HOLDINGS, INC.

By: John S. Patton

Name: John S. Patton

Title: Chief Executive Officer

Address of Lender:
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Documentation Department

LENDER:

HERCULES TECHNOLOGY, III, L.P.,

By: Hercules Technology SBIC
Management, LLC, its General Partner

By: Hercules Capital, Inc.,
its Manager

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.

Address of Grantor:
150 North Hill Drive, Suite 24
Brisbane, CA 94005

GRANTORS:

DANCE BIOPHARM, INC.

By: _____

Name: John S. Patton

Title: Chief Executive Officer

Address of Grantor:
150 North Hill Drive, Suite 24
Brisbane, CA 94005

DANCE BIOPHARM HOLDINGS, INC.

By: _____

Name: John S. Patton

Title: Chief Executive Officer

Address of Lender:
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Documentation Department

LENDER:

HERCULES TECHNOLOGY, III, L.P.,

By: Hercules Technology SBIC
Management, LLC, its General Partner

By: Hercules Capital, Inc.,
its Manager

By: _____

Name:
Title:

Ben Barry
Associate General

Exhibit A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE.		

Exhibit B

PATENTS

See Attached

KTS Family # TITLE or US Patent No	IP FAMILY NUMBER	COUNTRY	APPLICATION NUMBER	FILING DATE	PUBLICATION DATE	PUBLICATION NUMBER	PATENT NUMBER	ISSUE DATE	STATUS	Expiration and Brief Summary
000110	000110US	United States of America	13/004,662	Jan 11, 2011	Jul 14, 2011	US-2011-0158172-A1	8950394	Feb 10, 2015	Issued	
	000110BR	Brazil	2011205443	Jan 12, 2011			2011205443	Jan 7, 2016	Issued	
	000110CA	Canada	11 2012 017177 1	Jan 12, 2011					Pending	
	000110CN	China	2,786,128	Jan 12, 2011					Pending	
	000110CN	China	201180005839.9	Jan 12, 2011	Oct 17, 2012	CN 102740915 A	ZL 201180005839.9	Jan 20, 2016	Issued	Dance patent expires 1/10/31 Key Offensive and Defensive - Device loading mechanism with liquid container that delivers unit doses to vibrating mesh.
	000110EP	European Patent Office	11733286 6	Jan 12, 2011	Nov 21, 2012	2523716			Published	
	000110HK	Hong Kong	13101813 8	Feb 8, 2013	Jun 14, 2013	1174579A			Published	
	000110IN	India	1921/MUMNP/2012	Jan 12, 2011					Pending	
	000110KR	Republic of Korea	10-2012-7021081	Jan 12, 2011	Oct 17, 2012				Published	
	000110MX	Mexico	MX/a/2012/008010	Jan 12, 2011					Pending	
	000110PC	PCT	PCT/US2011/020925	Jan 12, 2011	Jul 21, 2011	WO 2011/088070			Expired	
	000110RU	Russian Federation	2012134422	Jan 12, 2011	Feb 20, 2014	2012134422	2559171	Aug 10, 2015	Issued	
000111	000111USCON	United States of America	14/039,254	Sep 27, 2013	Feb 13, 2014	US-2014-0041653-A1	9004061	Apr 14, 2015	Issued	Dance patent filing
	000130US	United States of America	14/606,623	Jan 27, 2015	Jul 16, 2015	US-2015-0196721-A1		Mar 17, 2016	Issued	Continuation of the 000110US case
000200	000200US	United States of America	61/624,531	Apr 16, 2012					Closed	
	000200BR	Brazil	BR 11 2014 025878 3	Mar 28, 2013	Mar 25, 2015	CN 104470567A			Pending	
	000200CN	China	201380031665 2	Mar 28, 2013	Feb 25, 2015	EP 2838922 A1			Published	
	000200EP	European Patent Office	13778248.8	Mar 28, 2013					Published	
	000200PC	PCT	PCT/US2013/034359	Mar 28, 2013	Oct 24, 2013	W/O 2013/158353			Closed	
	000200RU	Russian Federation	2014145836	Mar 28, 2013					Pending	
000300	000300US	United States of America	61/624,729	Apr 16, 2012					Closed	
	000310US	United States of America	13/840,588	Mar 15, 2013	Oct 17, 2013	US-2013-0269694-A1			Published	This enables the device cost to be lowered by removal of the battery and the instructions, reel

000300BR	Brazil	BR 11 2014 025868 6	Mar 28, 2013	Mar 25, 2015	CN 104470568A	Pending	time training, memory, data processing and internet access to be controlled on mobile device
000300CN	China	201380031812.6	Mar 28, 2013	Feb 25, 2015	EP 2838593 A1	Published	
000300EP	European Patent Office	13778058.1	Mar 28, 2013			Published	
000300PC	PCT	PCT/US2013/034354	Mar 28, 2013	Oct 24, 2013	WO 2013/158352	Closed	
000300RU	Russian Federation	2014145835	Mar 28, 2013			Pending	
000900US	United States of America	61/812,547	Apr 16, 2013			Closed	
000910US	United States of America	14/254,128	Apr 16, 2014	Oct 30, 2014	US-2014-0318533-A1	Published	
000910AU	Australia	2014253997	Apr 16, 2014			Pending	
000910BR	Brazil	BR 11 2015 026186 8	Apr 16, 2014			Pending	
000910CA	Canada	2,909,714	Apr 16, 2014			Pending	
000910CN	China	201480034163.X	Apr 16, 2014	Feb 3, 2016	CN 105307620 A	Published	Dance patent filing
000910EP	European Patent Office	14785659.5	Apr 16, 2014			Pending	
000910IN	India	3116/MUMNP/2015	Apr 16, 2014			Pending	
000910KR	Republic of Korea	2015-7032605	Apr 16, 2014	Dec 23, 2015	2015-0143745	Published	
000910MX	Mexico	MX/e/2015/014490	Apr 16, 2014			Pending	
000910PC	PCT	PCT/US2014/034356	Apr 16, 2014	Oct 23, 2014	WO 2014/172455	Closed	
000910RU	Russian Federation	2015148935	Apr 16, 2014			Pending	
001100US	United States of America	62/019,791	Jul 1, 2014			Closed	Dance patent filing
001110USNP	United States of America	14/743,763	Jun 18, 2015	Jan 7, 2016	US-2016-0001018-A1	Published	International Application to be filed in EU, China, Russia, Brazil
001100PC	PCT	PCT/US2015/037505	Jun 24, 2015	Jan 7, 2016	WO 2016/003739	Published	
001200US	United States of America	62/019,781	Jul 1, 2014			Closed	
001210USNP	United States of America	14/743,711	Jun 18, 2015	Jan 7, 2016	US-2016-0001019-A1	Published	Dance patent filing
001200PC	PCT	PCT/US2015/037502	Jun 24, 2015	Jan 7, 2016	WO 2016/003738	Published	
001300US	United States of America	62/009,704	Jun 9, 2014			Closed	

001310US	United States of America	62/099,806	Jan 5, 2015		Closed
001320US	United States of America	14/732,247	Jun 5, 2015	Dec 10, 2015 US-2015-0352301-A1	Published
001330US	United States of America	14/732,446	Jun 5, 2015	Dec 10, 2015 US-2015-0352297-A1	Published
001320PC	PCT	PCT/US2015/034752	Jun 8, 2015	Dec 17, 2015 W/O 2015/191481	Published
001330PC	PCT	PCT/US2015/034746	Jun 8, 2015	Dec 17, 2015 W/O 2015/191478	Published
001400	United States of America	62/088,260	Dec 5, 2014		Closed
INTEGRATION OF GLUCOSE DATA TO ADJUST INHALED INSULIN DOSE					
001410US	United States of America	14/958,318	Dec 3, 2015		Pending
001410PC	PCT	PCT/US2015/064070	Dec 4, 2015		Pending

Dance patent filing

FORMULATION PATENTS

000120	PRESERVATIVE FREE INSULIN FORMULATIONS AND SYSTEMS AND METHODS FOR AEROSOLIZING	000120US	United States of America	13/004,645	Jan 11, 2011	JUL 14, 2011 US 2011-0158170-A1 9180261	Nov 10, 2015	Issued	
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000120AU		000120AU	Australia	2011205444	Jan 12, 2011			Pending	
000120BR		000120BR	Brazil	BR 11 2012 017176 3	Jan 12, 2011			Issued	Dance patent expires 1/10/31
000120CA		000120CA	Canada	2,786,131	Jan 12, 2011			Pending	Offensive - Covers the simplification of the insulin formulation to enable aerosolization without foaming and removal of preservatives
000120CN		000120CN	China	201180005836.5	Jan 12, 2011	Oct 17, 2012 CN 102740911 A	Sep 24, 2014	Issued	
000120EP		000120EP	European Patent Office	11733287.4	Jan 12, 2011	Nov 21, 2012 2523712		Published	
000120HK		000120HK	Hong Kong	13101814.7	Aug 6, 2012			Published	
000120IN		000120IN	India	1912/MUNNP/2012	Jan 12, 2011	Dec 20, 2013 51/2013		Published	
000120KR		000120KR	Republic of Korea	10-2012-7021085	Jan 12, 2011	Nov 15, 2012 10-2012-0125494		Published	
000120MX		000120MX	Mexico	MX/a/2012/008011	Jan 12, 2011	Jul 21, 2011 WO2011/088071		Pending	
000120PC		000120PC	PCT	PCT/US2011/020926	Jan 12, 2011			Closed	
000120RU		000120RU	Russian Federation	2012134402	Jan 12, 2011	Feb 20, 2014		Issued	

001000	LIQUID INSULIN FORMULATIONS	001000US	United States of America	62/120,573	Feb 25, 2015			Closed	
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001010US		001010US	United States of America	14/977,137	Dec 21, 2015			Pending	
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001010PCT		001010PCT	PCT	PCT/US2015/067129	Dec 21, 2015			Pending	
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001500	INSULIN FORMULATIONS FOR RECONSTITUTION INTO HIGH CONCENTRATION LIQUID SOLUTIONS	001500US	United States of America					Unfiled	Application not yet filed
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Exhibit C

TRADEMARKS

See Attached

TRADEMARKS

COUNTRY	TRADEMARK	APPLICATION NO
China	DANCE®	9781262
China	IHALER®	9160367
China	EHALER®	9160366
European Community	ADAGIO™	12005294
European Community	DANCE™	12186748
European Community	DANCE®	10161693
European Community	EHALER®	9734377
India	DANCE™	2182661
India	IHALER™	2101658
United States	ADAGIO™	86/000,880
United States	DANCE™	86/002,025
United States	DANCE®	4,400,640
United States	IHALER™	85/239,930