

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METUCHEN PHARMACEUTICALS, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4526269	STENDRA	
Registration Number:	4918812		
Serial Number:	86304491	IT'S TIME FOR STENDRA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F165871		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	10/07/2016		
Total Attachments: 7 source=Metchuen TM filing#page2.tif			

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COLLATERAL ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Collateral Assignment of Trademarks and Domain Names ("Agreement") is dated the 30th day of September, 2016, between **METUCHEN PHARMACEUTICALS, LLC**, a Delaware limited liability company ("Grantor"), which maintains its chief executive office and principal place of business located at c/o Akrimax, 11 Commerce Drive, 1st Floor, Cranford, New Jersey 07016 and **HERCULES CAPITAL, INC.**, a Maryland corporation, in its capacity as administrative agent for itself and Lender (as hereinafter defined) (in such capacity, "Agent").

RECITALS

WHEREAS, Grantor, the several banks and other financial institutions or entities from time to time parties to thereto (collectively referred to as "Lender") and Agent are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Loan Agrefile://C:\Users\smagee\Desktop\TRG finals\10490633 (2) (31312_109446) (TRG_SVB_ Amendment to Subordinated Promissory Notes).DOCement"); capitalized terms used in this Assignment and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Trademarks and Domain Names (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent 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 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 A attached hereto, but in any case excluding any intent-to-use trademark applications (collectively, the "**Trademarks**");

(b) All domain names, domain name applications and like protections including, without limitation, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation those set forth on Exhibit B attached hereto (collectively, the "**Domain Names**");

(c) 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;

(d) All licenses or other rights to use any of the Trademarks, or Domain Names and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of any of the Trademarks and Domain Names; and

(f) 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.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Collateral Assignment of Trademarks and Domain Names to be duly executed by its officers thereunto duly authorized as of the first date written above.

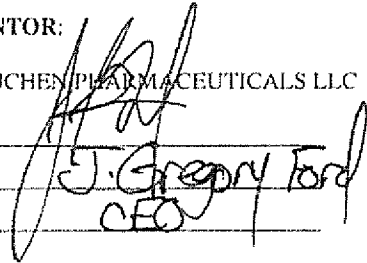
GRANTOR:

METUCHEN PHARMACEUTICALS LLC

By: _____

Name: _____

Title: _____



J. Gregory Ford
CEO

AGENT:

HERCULES CAPITAL, INC.

By: _____

Name: _____

Title: _____

[Signature page to Collateral Assignment of Trademarks]

AGENT:

HERCULES CAPITAL, INC.

By: Melanie Grace

Name: Melanie Grace




Title: General Counsel, Chief Compliance Officer,
and Secretary


[Signature Page to Collateral Assignment of Trademarks and Domain Names]

TRADEMARK
REEL: 005895 FRAME: 0802

**Schedule A
TRADEMARKS**

ASSIGNED TRADEMARKS

Mark	Country	App. No. / Reg. No.	Date Filed	Reg. Date	Status
STENDRA	US	85-565411/4526269	09-MAR-2012	06-MAY-2014	Registered
STENDRA	Canada CA	1592942	05-SEP-2012		Allowed
STENDRA	India IN	2390407	05-SEP-2012		Pending
STENDRA	Argentina AR	3189354/2613896	06-SEP-2012	05-DEC-2013	Registered
STENDRA	Brazil BR	8400259441/40259441	10-SEP-2012	11-AUG-2015	Registered
STENDRA	Chile CL	1052848/1139476	05-APR-2013	04-NOV-2014	Registered
STENDRA	Columbia CO	1131863/489813	26-OCT-2012	26-MAR-2014	Registered
STENDRA	Peru	502951/00199499	06-AUG-2012	06-MAY-2013	Registered
STENDRA	Venezuela VE	2013-015411	09-AUG-2013		Pending
SPEPRA	Canada CA	1574172	19-APR-2012		Pending
SPEPRA	India IN	2319226	20-APR-2012		Published
SPEPRA	Argentina AR	3408270	08-MAY-2015		Published
SPEPRA	Brazil BR	909363250	12-MAY-2015		Published
SPEPRA	Columbia CO	15106101	08-MAY-2015		Published
	US	86-304551/4918812	09-JUN-2014	13-JAN-2015	Registered
	Canada	1703669	20-NOV-2014		Allowed
	Brazil	908728875	09-DEC-2014		Published

Mark	Country	App. No. / Reg. No.	Date Filed	Reg. Date	Status
	Columbia	521955	11-NOV-2014	31-JUL-2015	Registered
IT'S TIME FOR STENDRA	US	86-304491	09-JUN-2014		Pending
IT'S TIME FOR STENDRA	Canada	1703648	20-NOV-2014		Allowed

Schedule B

Domain Names

Domain Name	Paid Through Date	Status	TLD

2038992.2