

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dance Biopharm Holdings, Inc.		10/20/2016	Corporation: DELAWARE
Dance Biopharm Inc.		10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GPB Debt Holdings II, LLC, as agent		
Street Address:	341 West 38th Street, Suite 800		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
Name:	Dominion Capital LLC		
Street Address:	341 West 38th Street, Suite 800		
Internal Address:	Attn: M. Gurevich		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4400640	DANCE	
Serial Number:	86190045	CHOROS	
Serial Number:	86190049	CHORUS	
Serial Number:	86304214	IHALER	
Serial Number:	86190051	SAMBA	
Serial Number:	86000880	ADAGIO	
Serial Number:	85239930	IHALER	
Serial Number:	86002025	DANCE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		

CH \$215.00 4400640

TRADEMARK

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: 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:	355901-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/03/2016

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 2016 (as amended, supplemented and/or otherwise modified from time to time and together with all exhibits, annexes and schedules, collectively, this “**IP Security Agreement**”) by and among Dance Biopharm Holdings, Inc., a Delaware corporation (“**Dance Biopharm**”), Dance Biopharm, Inc., a Delaware corporation and a Subsidiary of Dance Biopharm (“**Dance**” and, together with Dance Biopharm, each a “**Grantor**” and, collectively, the “**Grantors**”), the Lenders signatory to this Agreement, and GPB Debt Holdings II, LLC (“**GPB**”), as collateral agent for itself as a Lender and all other Lenders (in such capacity, the “**Agent**”). All capitalized terms used but not defined herein shall have the meanings set forth in the Existing Loan Agreement (as defined below).

RECITALS

A. Dance and Hercules Technology III, L.P., a Delaware limited liability company (“**Prior 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 June 1, 2016 (the “**Loan Agreement**”), pursuant to which the Prior Lender made advances of money and extended financial accommodations to Grantors in the amounts and manner set forth therein and in the other Loan Documents (as defined in the Loan Agreement).

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. Pursuant to that Loan Sale and Assignment Agreement, dated as of November 2, 2016, by and among the Lenders and the Prior Lender and agreed to by the Grantors (as amended, supplemented and/or otherwise modified from time to time and together with all annexes, exhibits and schedules thereto, collectively, the “**Assignment Agreement**”), among other actions set forth therein, the Prior Lender agreed to (i) sell and assign to the Lenders (a) all of the Prior Lender’s rights under the Loan Agreement and the other Loan Documents, and (b) the \$2,280,000 Outstanding Term Loan Advances (as defined in the Assignment Agreement), and (ii) terminate all of its rights in the Collateral including, but not limited to, the Intellectual Property of the Company;

D. Pursuant to the Third Amendment to the Loan and Security Agreement, dated as of November 2, 2016, by and between the Grantors and the Lenders (as amended, supplemented and/or modified and including all exhibits, annexes and schedules, collectively, the “**3rd Amendment**”), the Grantors and the Lenders agreed (i) to amend the Loan Agreement (as amended by the 3rd Amendment, the “**Existing Loan Agreement**”) and the other Loan Documents (as amended by the 3rd Amendment, the “**Existing Other Loan Documents**”), and (ii) that the Lenders would make a new \$800,000 Advance to Dance Biopharm;

E. It is a condition, among others, to the closing of the Existing Loan Agreement and the transactions contemplated therein that the Grantors execute and deliver this IP Security Agreement and grant to the Agent as Agent for itself as a Lender and the other Lenders, a first

priority senior security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation, those Patents and Trademarks listed on Exhibit A and Exhibit B hereto as security for the prompt and complete payment in full in cash and performance of all of the Secured Obligations of the Grantors' to Lenders and Agent under the Existing Loan Agreement and the Existing Other Loan Documents, provided that, notwithstanding anything herein to the contrary, this IP Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a "Statement of Use" having been filed and accepted by the United States Patent and Trademark Office (each such pending application which is based on an intent to use, an "Intent-To-Use Application") and shall operate only to create a security interest in favor Lender in such Intent-To-Use Application as collateral security for the Secured Obligations; provided, further, that once a "Statement of Use" is filed and accepted by the United States Patent and Trademark Office in connection with an Intent-To-Use Application, the foregoing proviso shall not be applicable to such Intent-To-Use Application.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the full, prompt and complete payment when due of all Grantors' Secured Obligations under the Existing Loan Agreement and the Existing Other Loan Documents, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the full payment when due in cash of all of the Grantors' Secured Obligations and other obligations under the Existing Loan Agreement and the Existing Other Loan Documents, each Grantor grants and pledges to Lender a first priority senior security interest and perfected Lien in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Patents and Trademarks listed on Exhibit A and Exhibit B 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 Existing Loan Agreement and Existing Other Loan Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Existing Loan Agreement and the Existing 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, in the Existing Loan Agreement and/or in any of the Existing Other 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 Lenders (or the Agent) of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Existing Loan Agreement or any of the Existing 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.

Other than the Existing Loan Agreement, the Existing Other Loan Documents and/or any agreements contemplated therein, this IP Security Agreement supersedes all similar or prior agreements related to the matters set forth herein including, but not limited to, the Intellectual Property Security Agreement dated September 30, 2015 between the Grantors and the Prior Lender.

This Agreement and the terms and conditions set forth herein, shall be governed by and construed solely and exclusively in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement shall be brought solely in a federal or state court located in the City, County and State of New York. By its execution hereof, the parties hereto covenant and irrevocably submit to the in personam jurisdiction of the federal and state courts located in the City, County and State of New York and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in New York, New York. The parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other parties hereto of all of its reasonable counsel fees and disbursements.

Each Grantor represents and warrants that Exhibit A and Exhibit B attached hereto set forth any and all the Intellectual Property and Intellectual Property rights of Grantor and of to which each Grantor has registered or filed an application with the United States Patent and Trademark Office.

[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

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

Address of Lender:

GPB Debt Holdings II, LLC
Attention: Evan Myriantopoulos
535 West 24th Street, 4th Floor
New York, NY 10011
Email: emyrian@gpb-cap.com
Telephone: 212-235-2650

Address of Lender:

DOMINION CAPITAL LLC
Attention: Mikhail Gurevich
341 West 38th Street, Suite 800
New York NY 10018
Email: mikhail@domcapllc.com
Facsimile: 708-844-2883
Telephone: 212-785-4680

GRANTORS:

DANCE BIOPHARM, INC

By: John S Patton

Name: JOHN S. PATTON

Title: CEO

DANCE BIOPHARM HOLDINGS, INC.

By: John S Patton

Name: JOHN S. PATTON

Title: CEO

LENDER:

GPB DEBT HOLDINGS II, LLC, as Lender

By: _____

Name:

Title:

LENDER:

DOMINION CAPITAL, LLC, as Lender

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

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

Address of Lender:

GPB Debt Holdings II, LLC
Attention: Evan Myriantopoulos
535 West 24th Street, 4th Floor
New York, NY 10011
Email: emyrian@gpb-cap.com
Telephone: 212-235-2650

Address of Lender:

DOMINION CAPITAL LLC
Attention: Mikhail Gurevich
341 West 38th Street, Suite 800
New York NY 10018
Email: mikhail@domcapllc.com
Facsimile: 708-844-2883
Telephone: 212-785-4680

GRANTORS:

DANCE BIOPHARM, INC.

By: _____

Name _____

Title: _____

DANCE BIOPHARM HOLDINGS, INC.

By: _____

Name _____

Title: _____

LENDER:

GPB DEBT HOLDINGS II, LLC, as
Lender

By:  _____

Name: David Gentile

Title: Manager

LENDER:

DOMINION CAPITAL, LLC, as Lender

By: _____

Name:

Title:

Address of Agent:

GPB Debt Holdings II, LLC
Attention: Evan Myriantopoulos
535 West 24th Street, 4th Floor
New York, NY 10011
Email: emyrian@gpb-cap.com
Telephone: 212-235-2650

AGENT:

GPB DEBT HOLDINGS II, LLC, as
Agent

By: 

Name: David Gentile

Title: Manager

TRADEMARK

REEL: 005913 FRAME: 0969

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

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

Address of Lender:

GPB Debt Holdings II, LLC
Attention: Evan Myriantopoulos
535 West 24th Street, 4th Floor
New York, NY 10011
Email: emyrian@gpb-cap.com
Telephone: 212-235-2650

Address of Lender:

DOMINION CAPITAL LLC
Attention: Mikhail Gurevich
341 West 38th Street, Suite 800
New York NY 10018
Email: mikhail@domcapllc.com
Facsimile: 708-844-2883
Telephone: 212-785-4680

GRANTORS:

DANCE BIOPHARM, INC.

By: _____

Name _____

Title: _____

DANCE BIOPHARM HOLDINGS, INC.

By: _____

Name _____

Title: _____

LENDER:

**GPB DEBT HOLDINGS II, LLC, as
Lender**

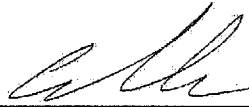
By: _____

Name:

Title:

LENDER:

DOMINION CAPITAL, LLC, as Lender

By:  _____

Name: Mikhail Gurevich

Title: Managing Member

Exhibit A

PATENTS

DEVICE PATENTS

KTS Family # or US Patent No	TITLE	IP FAMILY NUMBER	COUNTRY	APPLICATION NUMBER	FILING DATE	PUBLICATION DATE	PUBLICATION NUMBER	PATENT NUMBER	ISSUE DATE	STATUS
000110	PRESERVATIVE-FREE SINGLE DOSE INHALER SYSTEMS	000110US	United States of America	13/004,662	Jan 11, 2011	Jul 14, 2011	US-2011-0168172-AI	8950394	Feb 10, 2015	Issued
		000110AU	Australia	2011205443	Jan 12, 2011			2011205443	Jan 7, 2016	Issued
		000110BR	Brazil	11 2012 017177 1	Jan 12, 2011					Pending
		000110CA	Canada	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
		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			340395	July 7, 2016	Issued
		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	PRESERVATIVE-FREE SINGLE DOSE INHALER SYSTEMS	000111USCO N	United States of America	14/039,254	Sep 27, 2013	Feb 13, 2014	US-2014-0041653-AI	9004061	Apr 14, 2015	Issued
000130	PRESERVATIVE-FREE SINGLE DOSE INHALER SYSTEMS	000130US	United States of America	14/606,623	Jan 27, 2015	Jul 16, 2015	US-2015-0196721-AI			Published

TRADEMARK

REEL: 005913 FRAME: 0971

DOSE INHALER SYSTEMS

000131US America
 United States of America
 15/165,662
 May 26, 2016
 Sep 22, 2016
 US-2016-0271346
 AI
 Published

000200 METHODS FOR SUPPLYING AEROSOLIZATING DEVICES WITH LIQUID MEDICAMENTS

000200US United States of America
 61/624,531
 Apr 16, 2012
 Closed

000210US United States of America
 13/830,511
 Mar 14, 2013
 Oct 17, 2013
 US-2013-0269684-
 AI
 Published

000200BR Brazil
 BR 11 2014 025878
 Mar 28, 2013
 Pending

000200CN China
 201380031665.2
 Mar 28, 2013
 Published

000200EP European Patent Office
 13778248.8
 Mar 28, 2013
 Published

000200PC PCT
 PCT/US2013/034359
 Mar 28, 2013
 Closed

000200RU Russian Federation
 2014145836
 Mar 28, 2013
 Pending

000300 INHALER CONTROLLED BY MOBILE DEVICE

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-
 AI
 Published

000300BR Brazil
 BR 11 2014 025868
 Mar 28, 2013
 Pending

000300CN China
 201380031812.6
 Mar 28, 2013
 Published

000300EP European Patent Office
 13778058.1
 Mar 28, 2013
 Published

000300PC PCT
 PCT/US2013/034354
 Mar 28, 2013
 Closed

SYSTEMS AND METHODS

001210USNP	America of United States America PCT	14/743,711	Jun 18, 2015	Jan 7, 2016	US-2016-0001019-A1	Published
001200PC	PCT	PCT/US2015/037502	Jun 24, 2015	Jan 7, 2016	WO 2016/003738	Published

SELF-PUNCTURING LIQUID DRUG CARTRIDGE AND ASSOCIATED DISPENSER

001300	United States America	62/009,704	Jun 9, 2014			Closed
001310US	United States America of United States America	62/099,806	Jan 5, 2015			Closed
001320US	United States America of United States America	14/732,247	Jun 5, 2015	Dec 10, 2015	US-2015-0352301-A1	Published
001330US	United States America of United States 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	WO 2015/191481	Published
001330PC	PCT	PCT/US2015/034746	Jun 8, 2015	Dec 17, 2015	WO 2015/191478	Published

INTEGRATION OF GLUCOSE DATA TO ADJUST INHALED INSULIN DOSE

001400	United States America of United States America	62/088,260	Dec 5, 2014			Closed
001410US	United States America of United States America	14/958,318	Dec 3, 2015			Published
001410PC	PCT	PCT/US2015/064070	Dec 4, 2015			Published

FORMULATION PATENTS

000120	000120US	United States of America	13/004,645	Jan 11, 2011	Jul 14, 2011	US-2011-0168170-AI	9180261	Nov 10, 2015	Issued
	000120US	United States of America	14/878,951	Oct 8, 2015					Published
	000120AU	Australia	2011205444	Jan 12, 2011			2011205444	Oct 1, 2015	Issued
	000120BR	Brazil	BR 11 2012 017176 3	Jan 12, 2011					Pending
	000120CA	Canada	2,786,131	Jan 12, 2011					Pending
	000120CN	China	201180005836.5	Jan 12, 2011	Oct 17, 2012	CN 102740911 A	ZL 2011800058 36.5	Sep 24, 2014	Issued
	000120EP	European Patent Office	11733287.4	Jan 12, 2011	Nov 21, 2012	2523712			Published
	000120HK	Hong Kong	13101814.7	Aug 6, 2012					Published
	000120IN	India	1912/MUMNP/2012	Jan 12, 2011	Dec 20, 2013	51/2013			Published
	000120KR	Republic of Korea	10-2012-7021085	Jan 12, 2011	Nov 15, 2012	10-2012-0125494			Published
	000120MX	Mexico	MX/a/2012/008011	Jan 12, 2011					Pending
	000120PC	PCT	PCT/US2011/020926	Jan 12, 2011	Jul 21, 2011	WO2011/088071			Closed
	000120RU	Russian Federation	2012134402	Jan 12, 2011	Feb 20, 2014		2548755	Apr 20, 2015	Issued
	001000US	United States of America	62/120,573	Feb 25, 2015					Closed
	001010US	United States of America	14/977,137	Dec 21, 2015					Pending

Pending

Dec 21,
2015

PCT/US2015/067129

PCT

001010PCT

Pending

May 10,
2016

62/333,949

United States of America

001500US

001500 INSULIN FORMULATIONS FOR RECONSTITUTION INTO HIGH CONCENTRATION LIQUID SOLUTIONS

Exhibit B

TRADEMARKS

COUNTRY	TRADEMARK	APPLICATION/REGISTRATION NO
China	DANCE®	9781262
China	IHALER®	9160367
China	EHALER®	9160366
European Community	DANCE®	12186748
European Community	DANCE®	10161693
European Community	EHALER®	9734377
European Community	CHORUS™	12536512
European Community	SAMBA®	12535969
India	DANCE™	2182661
India	IHALER™	2101658
United States	DANCE®	4,484,681
United States	DANCE®	4,400,640
United States	IHALER™	86/304,214
United States	CHORUS™	86/190,049
United States	SAMBA™	86/190,051
United States	CHOROS™	86/190,045