

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acer Therapeutics Inc.		03/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TVM Life Science Ventures VII, L.P./ Investissements TVM Science de la Vie VII, s.e.c. (as Collateral Agent)		
Street Address:	204, rue Notre-Dame Ouest, bureau 350		
Internal Address:	c/o Blue HF		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H2Y 1T3		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87361176	EDSIVO	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	6178321000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis, Esq.		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
DOMESTIC REPRESENTATIVE			
Name:	Joshua S. Jarvis, Esq.		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
NAME OF SUBMITTER:	Joshua S. Jarvis, Esq.		
SIGNATURE:	/Joshua S. Jarvis, Esq./		

OP \$40.00 87361176

DATE SIGNED:	03/22/2017
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of March 22, 2017, is entered into by and among Acer Therapeutics Inc., a Delaware corporation (the “*Grantor*”) and TVM Life Science Ventures VII, L.P./ Investissements TVM Science de la Vie VII, s.e.c. (“*TVM LSV VII*”), TVM Life Science Ventures VI GmbH & Co. KG (“*TVM LSV VI GmbH*”) TVM Life Science Ventures VI Limited Partnership (“*TVM LSV VI LP*”) and InClin Investments (“*InClin*”; TVM LSV VII, TVM LSV VI GmbH, TVM LSV VI LP and InClin each being referred to individually as a “*Secured Party*” and collectively as the “*Secured Parties*”), and TVM LSV VII as collateral agent (the “*Collateral Agent*”) on behalf of itself and the other Secured Parties, and pursuant to (i) the 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 “*Security Agreement*”), among the Grantor, the Secured Parties and the Collateral Agent, and (ii) that certain Note Purchase 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 “*Note Purchase Agreement*”), by and among the Grantor and the Secured Parties.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of itself and the Secured Parties a security interest in certain Collateral, including the federal Trademark application set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Security Interest

(a) To evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, (ii) the right to obtain all renewals thereof, and (iii) all income, royalties, proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Action by Requisite Holders

(a) Notwithstanding anything to the contrary herein, the Secured Parties and the Collateral Agent agree among themselves that (i) the Collateral Agent shall not take any action hereunder unless such action is approved by the holders of Notes that constitute a majority-in-interest of the aggregate principal amount of the Notes (the "*Requisite Holders*"), and (ii) any action so taken with the approval of the Requisite Holders shall bind all Secured Parties equally. Notwithstanding the foregoing, the Grantor shall have no right to contest solely on the basis of this Section 2(a) any action taken by the Collateral Agent pursuant to this Agreement.

3. Appointment of Collateral Agent

(a) The Secured Parties hereby appoint the Collateral Agent as their agent to take any action approved by the Requisite Holders. In furtherance of this purpose, the Collateral Agent shall be empowered to take such actions and exercise such powers as are necessary or appropriate to carry out any action approved by the Requisite Holders; provided, however, that the Collateral Agent shall not be required to take any action that exposes it to personal liability or that is contrary to this Agreement or applicable law.

(b) The Collateral Agent shall serve in such capacity until it resigns and its successor is appointed, or until it is replaced. The Collateral Agent, or any successor, may be replaced by written direction of the Requisite Holders. In the event of the appointment of a successor Collateral Agent, such successor shall execute, acknowledge and deliver to its predecessor and to the Secured Parties an instrument in writing accepting such appointment hereunder, and thereupon such successor Collateral Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and shall be subject to all of the duties and obligations, of its predecessor; and every predecessor Collateral Agent shall deliver all property and moneys held by it hereunder to its successor.

(c) The Collateral Agent shall not be liable for any action taken or omitted to be taken by it under or in connection with this Agreement, except for its own gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Collateral Agent: (i) may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (iii) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telecopy) believed by it to be genuine and believed by it to have been signed or sent by the proper party or parties. The Secured Parties agree to indemnify the Collateral Agent (including its officers, directors, partners, employees and agents) ratably according to the proportion that the principal amount of each Secured Party's Note or Notes then outstanding bears to the total principal amount of all the Notes then outstanding, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed upon, incurred by, or asserted against the Collateral Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Collateral Agent under this Agreement (including reasonable attorneys' fees incurred by the Collateral Agent in connection with the defense of any action),

provided that such action or inaction is within the scope of the authority of the Collateral Agent as provided herein, the Collateral Agent acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Secured Parties and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. Notwithstanding the foregoing, the Collateral Agent shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from its gross negligence or willful misconduct.

4. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by the Grantor and the Collateral Agent. Notwithstanding the foregoing, the Grantor authorizes the Collateral Agent to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Collateral Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

5. Grantor Remains Liable

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the filing, registration, prosecution, defense, enforcement, and protection of, or any other necessary or desirable actions in connection with the Trademarks subject to a security interest hereunder.

6. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

7. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

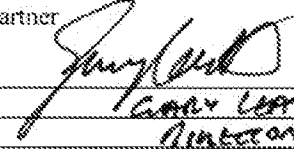
[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

COLLATERAL AGENT:

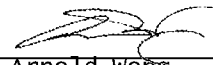
**TVM LIFE SCIENCE VENTURES VII, L.P./
INVESTISSEMENTS TVM SCIENCE DE LA VIE
VII, S.E.C.**

By: TVM Life Sciences Ventures VII (GP) Limited/
Investissements TVM Science de la vie VII (GP) LTÉE,
Its General Partner

By: 
Name: GARY LEUNG
Title: Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

INCLIN INVESTMENTS LLC

By: 
Name: Arnold Wong
Title: Vice President

SECURED PARTIES:

**TVM LIFE SCIENCE VENTURES VII, L.P./
INVESTISSEMENTS TVM SCIENCE DE LA VIE
VII, S.E.C.**

By: TVM Life Sciences Ventures VII (GP) Limited/
Investissements TVM Science de la vie VII (GP) LTÉE,
Its General Partner

By: _____
Name: _____ *Lucas LEAH*
Title: _____ *Director*

**TVM LIFE SCIENCE VENTURES VI GMBH &
CO. KG**

By: _____
Name: _____
Title: _____

**TVM LIFE SCIENCE VENTURES VI LIMITED
PARTNERSHIP**

By: TVM Life Sciences Venture VI Cayman Ltd., Its
General Partner

By: _____
Name: _____
Title: _____

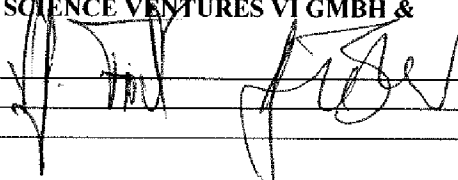
SECURED PARTIES:

**TVM LIFE SCIENCE VENTURES VII, L.P./
INVESTISSEMENTS TVM SCIENCE DE LA VIE
VII, S.E.C.**

By: TVM Life Sciences Ventures VII (GP) Limited/
Investissements TVM Science de la vie VII (GP) LTÉE,
Its General Partner

By: _____
Name: _____
Title: _____

**TVM LIFE SCIENCE VENTURES VI GMBH &
CO. KG**

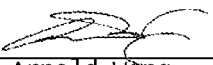
By: 
Name: _____
Title: _____

**TVM LIFE SCIENCE VENTURES VI LIMITED
PARTNERSHIP**

By: TVM Life Sciences Venture VI Cayman Ltd., Its
General Partner

By: 
Name: _____
Title: _____

INCLIN INVESTMENTS LLC

By: 
Name: Arnold Wong
Title: Vice President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

TRADEMARK
REEL: 006017 FRAME: 0349

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
EDSIVO	US87/361,176	March 7, 2017