

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc.		08/25/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	I SEE, LLC		
Street Address:	6125 Commerce Court		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3621718	APRECIA PHARMACEUTICALS	
Registration Number:	4978670	APRECIA PHARMACEUTICALS	
Registration Number:	4978671	APRECIA PHARMACEUTICALS	
Serial Number:	87000026	APRECIA 3D SUPPORT	
Registration Number:	4444026	ZIPDOSE	
Registration Number:	4631281	ZIPDOSE	
Registration Number:	4502502	ZIPDOSE	
Serial Number:	86348610	ZIPDOSE	
Registration Number:	4502295	SPRITAM	
Registration Number:	4965262	SPRITAM	
Serial Number:	86801831	EXPREEZ	
Serial Number:	86929859	CAROVIQ	
Serial Number:	86929862	OXPERZA	
Serial Number:	86687539	NEXTOPA	
Serial Number:	86687543	LISTOPA	
Serial Number:	86687544	ZERTOPA	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 3621718

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 317-713-3412
Email: twagner@taftlaw.com
Correspondent Name: Tiffini S. Wagner
Address Line 1: One Indiana Square
Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Tiffini S. Wagner, Paralegal
SIGNATURE:	/Tiffini S. Wagner/
DATE SIGNED:	08/28/2017

Total Attachments: 20

source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page1.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page2.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page3.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page4.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page5.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page6.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page7.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page8.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page9.tif
source=Hercules Capital Inc to I SEE, LLC - Assignment of Loan Docs and Warrant#page10.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page1.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page2.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page3.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page4.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page5.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page6.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page7.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page8.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page9.tif
source=Aprecia - Hercules Intellectual Property Security Agreement#page10.tif

ASSIGNMENT OF LOAN DOCUMENTS AND WARRANT

This Assignment of Loan Documents and Warrant ("Assignment") is made and entered into effective as of August 25, 2017 (the "Effective Date") by and between Hercules Capital, Inc., a Maryland corporation, as administrative agent and lender under the Loan Documents referenced below ("Assignor"), and I SEE, LLC, an Ohio limited liability company ("Assignee").

RECITALS

A. Assignor is the holder of, and/or a party to, various loan, security, subordination, and other documents, agreements, and instruments evidencing and/or relating to a credit relationship between Assignor and Aprecia Pharmaceuticals Company, a Delaware corporation ("Borrower"), as listed at Exhibit A attached hereto (such loan, security, subordination, and other documents, agreements, and instruments listed at Exhibit A attached hereto are hereinafter referred to collectively as the "Loan Documents").

B. Assignor owns a certain Warrant to purchase such number of shares of Series A-1 Preferred Stock of Borrower as set forth therein for the exercise price set forth therein (the "Warrant") pursuant to a Warrant Agreement between Assignor and Borrower dated as of June 29, 2016 (the "Warrant Agreement").

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to purchase, the Warrant and all of Assignor's right, title, and interest in and to the Loan Documents in exchange for the Purchase Price, all as more particularly hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. By its execution of this Assignment, Assignor hereby grants, bargains, sells, assigns, transfers, endorses, and conveys to Assignee, its successors and assigns, all of (a) the Loan Documents, together with all obligations described therein and/or secured thereby and all monies due and/or to become due pursuant thereto, and (b) the Warrant. Assignee hereby accepts such assignment and agrees to, and does, assume all of Assignor's obligations under the Loan Documents coming due on or after the Effective Date. Assignor agrees that it will hold in trust for Assignee any payment and other delivery that it may receive after the Effective Date under any of the Loan Documents, and Assignor will pay and deliver to Assignee any such payment and other delivery promptly upon receipt.

2. Purchase Price. In exchange for the assignment of the Loan Documents and the Warrant described above, Assignee hereby agrees to pay to Assignor the sum of

(the "Purchase Price"), which shall be payable concurrently herewith by Assignee's wire transfer of immediately available funds to an account designated by Assignor.

of the Purchase Price shall be allocated to the Warrant and the balance of the Purchase Price shall be allocated to the assignment of the Loan Documents.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that:

a. Assignor is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Maryland.

b. Assignor has all necessary corporate power and authority to execute, deliver, and perform its obligations under this Assignment, to assign, transfer, endorse, and deliver the Loan Documents and the Warrant to Assignee, and to consummate the transactions contemplated hereby. The execution and delivery of this Assignment and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action by Assignor. This Assignment has been duly executed and delivered by Assignor and constitutes the legally valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the rights of creditors generally or by general equitable principles.

c. The execution and delivery of this Assignment by Assignor, and the performance by Assignor of its obligations hereunder, do not and will not (i) result in a breach or violation of any provision of Assignor's organizational or governance documents, (ii) violate or breach any statute, law, writ, order, rule, or regulation of any government, governmental agency, authority, court, or other tribunal (collectively, "Governmental Authority") applicable to Assignor, (iii) breach or result in default of any judgment, injunction, decree, or determination of any Governmental Authority applicable to Assignor, or (iv) breach or violate any material agreement to which Assignor is a party or by which Assignor or any of its properties may be bound.

d. Assignor is in material compliance with each of its obligations under the Loan Documents. Assignor is the sole holder of record of each of the Loan Documents and the Warrant, owns and holds all rights in and to each of the Loan Documents and the Warrant free and clear of any lien, pledge, security interest, charge, hypothecation, security agreement, security arrangement, encumbrance, or other adverse claim of any kind, and has the unencumbered right to transfer each of the Loan Documents and the Warrant to Assignee. Other than the Loan Documents, there are no notes, documents, agreements, or instruments evidencing any currently existing transaction or agreement between, or relating to, Assignor and Borrower. Other than the Warrant, Assignor has no right to any current or future membership or equity interest in Borrower, whether by option, warrant, contract, or otherwise. Assignor will deliver to Assignee within ten (10) business days after the Effective Date current, accurate, and complete originals, to the extent existing, of each of the Loan Documents bearing original

signatures, to the extent existing, of Assignor and Borrower, including the Warrant with a "Transfer Notice" (Exhibit III to the Warrant Agreement) properly executed by Assignor attached and the originals of any certificates evidencing the Warrant.

e. Assignor has not engaged any investment banker, broker, finder, or other intermediary in connection with the assignment of the Loan Documents and Warrant hereunder for which a broker's or similar fee is payable.

f. To the knowledge of Assignor, there is no action, lawsuit, arbitration, claim or proceeding pending against Assignor that will impede the consummation of the transaction contemplated hereby or adversely affect any action taken or to be taken by Assignor under this Assignment.

EXCEPT AS SET FORTH ABOVE, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO ASSIGNEE OR ANY OTHER PERSON WITH RESPECT TO THE LOAN DOCUMENTS OR THE WARRANT, OR ANY OTHER MATTER WITH RESPECT THERETO. SPECIFICALLY, AND NOT AS A LIMITATION OF ANY OTHER PROVISION HEREOF, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY TYPE, KIND, CHARACTER OR NATURE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO ASSIGNEE OR ANY OTHER PERSON WITH RESPECT TO: (A) THE CONDITION (FINANCIAL OR OTHERWISE) OF BORROWER OR ANY OTHER PERSON; (B) THE EXISTENCE OR NATURE OF ANY ASSET OR LIABILITY OF BORROWER; (C) THE PERFORMANCE OF THE OBLIGATIONS OF BORROWER UNDER THE LOAN DOCUMENTS OR THE WARRANT; (D) THE ABILITY OF BORROWER TO PERFORM ITS OBLIGATIONS UNDER THE LOAN DOCUMENTS OR THE WARRANT; (E) THE EXISTENCE, PERFECTION OR PRIORITY OF ANY LIEN SECURING PERFORMANCE UNDER THE LOAN DOCUMENTS; (F) THE ADEQUACY OF THE COLLATERAL DESCRIBED IN THE LOAN DOCUMENTS; (G) THE ACCURACY OR COMPLETENESS OF THE MATTERS DISCLOSED, REPRESENTED OR WARRANTED BY BORROWER UNDER THE LOAN DOCUMENTS OR THE WARRANT; (H) THE EFFECT OF THIS AGREEMENT UPON THE RIGHTS OF ASSIGNEE OR ANY OTHER PERSON UNDER ANY OF THE LOAN DOCUMENTS OR THE WARRANT; OR (I) THE EXISTENCE OR NON-EXISTENCE OF ANY DEFAULT OR EVENT OF DEFAULT UNDER ANY OF THE LOAN DOCUMENTS OR THE WARRANT.

4. Representations and Warranties of Assignee. Assignee hereby represents and warrants to Assignor that:

a. Assignee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Ohio.

b. Assignee has all necessary limited liability company power and authority to execute, deliver, and perform its obligations under this Assignment and to consummate the

transactions contemplated hereby. The execution and delivery of this Assignment and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Assignee's members and/or managers. This Assignment has been duly executed and delivered by Assignee and constitutes the legally valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the rights of creditors generally or by general equitable principles.

c. The execution and delivery of this Assignment by Assignee, and the performance by Assignee of its obligations hereunder, do not and will not (i) result in a breach or violation of any provision of Assignee's organizational or governance documents, (ii) violate or breach any statute, law, writ, order, rule, or regulation of any Governmental Authority applicable to Assignee, (iii) breach or result in default of any judgment, injunction, decree, or determination of any Governmental Authority applicable to Assignee, or (iv) breach or violate any material agreement to which Assignee is a party or by which Assignee or any of its properties may be bound.

d. Assignee has not engaged any investment banker, broker, finder, or other intermediary in connection with the assignment of the Loan Documents hereunder for which a broker's or similar fee is payable.

e. Assignee has made such examination, review and investigation of Borrower, and of the facts and circumstances necessary to evaluate the Borrower, as Assignee has deemed necessary or appropriate. Assignee has received copies of each of the Loan Documents and the Warrant and has made such examination, review and investigation of the Loan Documents and the Warrant and of the related facts and circumstances necessary to evaluate the Loan Documents and the Warrant as Assignee has deemed necessary or appropriate. Assignee has not relied on any statement, representation or warranty, express or implied, of Assignor or any of Assignor's directors, officers, employees, attorneys or agents, regarding the Borrower, Assignee having made its own independent evaluation of the Borrower, the Loan Documents and the Warrant.

f. Assignee acknowledges that: (i) Assignor is not responsible for any statement, representation or warranty of the Borrower contained in any Loan Document or the Warrant; (ii) Assignor has made available to Assignee copies of the Loan Documents and the Warrant; (iii) Assignee possesses such information as Assignee deems necessary or appropriate in order for Assignee to evaluate the Borrower; and (iv) there may exist events of default under the Loan Documents and the Warrant.

g. Assignee is acquiring the Loan Documents and the Warrant for its own account and not with a view to, or for sale in connection with, any public distribution thereof, and Assignee has no present intention of making any resale of the Loan Documents and/or the Warrant in a manner which would violate any applicable securities laws. Assignee is an

"Accredited Investor" as defined in Regulation D under the Securities Act of 1933, as amended, and is a sophisticated investor.

h. There is no action, lawsuit, arbitration, claim or proceeding pending against Assignee that will impede the consummation of the transaction contemplated hereby or adversely affect any action taken or to be taken by Assignee under this Assignment.

5. Further Assurances; Rights under Loan Documents; Release.

a. Assignor hereby covenants and agrees, promptly upon Assignee's request therefor, to execute and deliver to Assignee such further documents and instruments as Assignee may reasonably request and that are necessary to effect the assignment of the Loan Documents and the Warrant, which shall include, without limitation, endorsements to Assignee of any promissory note(s), if any, issued by Borrower to Assignor and any certificate evidencing the Warrant, the transfer notice for the Warrant Agreement, assignments of waivers by landlords of the borrower, and an assignment of the intellectual property security agreement between Assignor and the Borrower; provided, however, the undertakings under this Section 5(a) shall not require Assignor to take any actions with respect to any waivers of landlords or sublessors, account control agreements, or the legal opinion of MLB listed in **Exhibit A**. Assignor authorizes Assignee to file amendments to financing statements pursuant to the Uniform Commercial Code in effect in any applicable jurisdiction to evidence the assignments from Assignor to Assignee contemplated hereby.

b. In consideration of the agreements of Assignor contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignee and Borrower, on their own behalf and on behalf of their respective successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably release, remise and forever discharge Assignor and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (collectively, the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Assignee or Borrower, or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the Effective Date, for or on account of, or in relation to, or in any way in connection with the Loan Documents, the Warrant or any transactions thereunder or related thereto; *provided that*, Assignee shall not be deemed to have released any of its rights under this Assignment.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. Nothing in this Assignment, express or implied, is intended or shall be construed to give any person other than the parties to this Assignment and their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

7. Survival. All representations, warranties, covenants and agreements contained in or made pursuant to this Assignment shall survive the consummation of the transactions contemplated hereunder

8. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Ohio, without reference to the conflicts of laws principles thereof.

9. Jurisdiction; Venue. Each party to this Assignment, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Ohio and the United States District Court sitting in the city of Cincinnati, Ohio for the purpose of any legal action between the parties arising in whole or in part under or in connection with this Assignment, (b) hereby waives to the extent not prohibited by applicable legal requirements, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Assignment or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence any such action other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence any action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

10. WAIVER OF JURY TRIAL. ASSIGNOR AND ASSIGNEE HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS ASSIGNMENT, ANY DEALING BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER HEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN ASSIGNOR AND ASSIGNEE. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL

EXECUTION VERSION

APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF LITIGATION, THIS ASSIGNMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. Counterparts. With respect to this Assignment and any of the other documents to be delivered pursuant to this Assignment, each such document may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. The exchange of copies of this Assignment and of signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

12. Entire Agreement. This Assignment, together with the other documents referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Loan Documents and Warrant to be executed effective as of the date first set forth above.

ASSIGNOR:

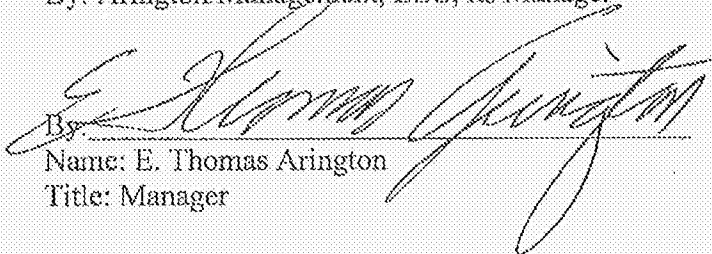
HERCULES CAPITAL, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

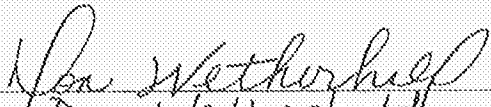
I SEE, LLC

By: Arington Management, LLC, its Manager

By: 
Name: E. Thomas Arington
Title: Manager

Borrower hereby joins this Assignment of
Loan Documents and Warrant solely with respect to
The release given pursuant to Section 5(b)

APRECIA PHARMACEUTICALS COMPANY


By: 
Name: Don Wetherhold
Title: CEO

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Loan Documents and Warrant to be executed effective as of the date first set forth above.

ASSIGNOR:

HERCULES CAPITAL, INC.

By: 
Name: Jennifer Choe
Title: Assistant General Counsel

ASSIGNEE:

I SEE, LLC

By: Arington Management, LLC, its Manager

By: _____
Name: E. Thomas Arington
Title: Manager

Borrower hereby joins this Assignment of
Loan Documents and Warrant solely with respect to
The release given pursuant to Section 5(b)

APRECIA PHARMACEUTICALS COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A
LOAN DOCUMENTS

1. Loan and Security Agreement between Assignor and Borrower, dated as of June 29, 2016, including all schedules, exhibits and attachments thereto (the "LSA").
2. First Amendment to Loan and Security Agreement between Assignor and Borrower, dated as of May 1, 2017, including all schedules, exhibits and attachments thereto.
3. Warrant Agreement between Assignor and Borrower, dated as of June 29, 2016, including all schedules, exhibits and attachments thereto.
4. Opinion of Morgan Lewis & Bockius LLP ("MLB") regarding the LSA addressed to Assignor and dated June 29, 2016, subject to any qualifications or limitations set forth therein regarding a person's reliance on such opinion, other than the Assignor.
5. Secretary's Certificate of the Borrower, dated June 29, 2016, and delivered to the Assignor in connection with the LSA.
6. Landlord's Waiver, dated as of June 29, 2016, by Bucks County BP Investors, LLC in favor of Assignor.
7. Lessor's Waiver and Agreement, dated as of June 29, 2016, by Osborne Real Estate Holdings 2014, LLC in favor of Assignor.
8. Sublessor's Waiver and Agreement, dated June 29, 2016, by Scion Companies, LLC in favor of Assignor.
9. Perfection Certificate, dated June 3, 2016, and delivered by Borrower to Assignor.
10. Blocked Account Control Agreement ("Shifting Control"), dated as of March 8, 2017, between Borrower, Assignor and JPMorgan Chase Bank, N.A., subject to any restrictions on assignment set forth therein.
11. Intellectual Property Security Agreement, dated as of May 1, 2017, between Borrower and Assignor, including all schedules, exhibits and attachments thereto.
12. Subordination Agreement, dated as of May 1, 2017, between Scion Companies, LLC, Borrower, and Assignor.
13. UCC Financing Statement # 2016 3946868, in favor of the Assignor from the Borrower, filed with the Delaware Secretary of State on June 30, 2016.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated as of May 1, 2017, is made by and between APRECIA PHARMACEUTICALS CORPORATION, a Delaware corporation (“Borrower”), and HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), as agent for lender under the Loan Agreement referenced below (the “Secured Parties”).

RECITALS

A. Borrower is party to the Loan and Security Agreement, dated as of June 29, 2016, among Borrower, Agent and the lender thereto, as amended by the First Amendment to Loan and Security Agreement dated the date hereof (as it may be further amended, restated or modified from time to time, the “Loan Agreement”).

B. As a condition to the transactions contemplated by the First Amendment to Loan Agreement, which, among other things, grants to Agent a security interest in the IP Collateral (as defined below), Borrower has agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. 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 IP Collateral (as defined below) are as provided by the Loan Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Loan Agreement, shall have the meanings given to them in the Loan Agreement.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, Borrower hereby pledges and grants to Agent, for the benefit of Lender, a security interest in and to all of Borrower’s right, title and interest in, to and under the following, whether now existing or hereafter arising (the “IP Collateral”):

(a) patents and patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (collectively, the “Patents”);

(b) trademark registrations and applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”);

(c) copyrights, copyright registrations, and copyright applications, including, without limitation, those set forth in Schedule 3, and all extensions and renewals thereof (collectively, the “Copyrights”);

(d) Borrower’s rights under agreements granting to Borrower any right to use any Patents, Trademarks or Copyrights, including, without limitation, the Licenses set forth in Schedule 4 (collectively, the “Licenses”);

(e) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; provided that nothing in this Agreement shall constitute an assignment of an “intent to use” application of a trademark, to the extent such assignment would render the application void.

3. **After-Acquired Intellectual Property.** Borrower agrees that should it obtain an ownership interest in any item of the type set forth in Section 2 that is not on the date hereof a part of the IP Collateral (“After-Acquired Intellectual Property”) (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the IP Collateral subject to the terms and conditions of this Agreement with respect thereto. Borrower hereby authorizes Agent to modify this Agreement by noting any After-Acquired Intellectual Property constituting IP Collateral on Schedule 1, 2, 3 or 4, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of Borrower or rights of Agent hereunder, and provided further that Agent shall provide Borrower with a copy of such modification.

4. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Agent.

5. **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 format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **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.

7. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APRECIA PHARMACEUTICALS
CORPORATION

By: Donald Wetherhold
Name: Donald Wetherhold
Title: CEO

AGREED TO AND ACCEPTED:

HERCULES CAPITAL, INC., AS
AGENT

By: _____
Name: _____
Title: _____

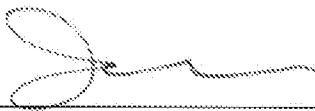
IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APRECIA PHARMACEUTICALS
CORPORATION

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

HERCULES CAPITAL, INC., AS
AGENT

By:  _____
Name: Jean-Luc Choe
Title: Assistant general counsel

SCHEDULE 1

Notes on formatting: patents and applications are grouped by subject matter, using a short title as the header in bold. Each patent or application is denoted by its publication number (or application number), with applications explicitly marked as pending. European cases are grouped under the EP publication number, with individual country codes listed in parentheses for countries in which full validation was completed. Full titles are listed for the U.S. cases.

Anti-Counterfeiting – [APR-1]

US8828411 “Dosage forms and methods of use thereof”
EP1827391B1 (DE, ES, FR, GB, IT)

3DP System and Equipment Assembly – [APR-2]

US8888480 “Three-dimensional printing system and equipment assembly”
US9517591
US9517592
US9610735
US app no 15/422969 (pending)

AU2013313053 B2
KR101572009 B1
KR101616856 B1
KR101697105 B1
JP5860570 B2
JP6088585 B2

EP app no 13834949.3 (pending)
JP app no 2017-17254 (pending)
CA app no 2883771 (pending)
AU app no 2015203562 (allowed)
BR app no 112015004530-8 (pending)
RU app no 2015112225 (allowed)
IN app no 1776/DELNP/2015 (pending)
CN app no 201380046053.0 (pending)
CN app no 201610108014.4 (pending)
KR app no 10-2017-7000725 (pending)
MX app no MX/a/2015/002865 (pending)
HK app no 15107507.4 (pending)
HK app no 16113483.9 (pending)

Rapid Disperse Dosage Form containing Levetiracetam – [APR-5]

US9339489 “Rapid disperse dosage form containing levetiracetam”
US app no 15/095785 (allowed)

EP app no 14764259.9 (pending)
JP app no 2016-502945 (pending)
JP app no 2016-231964 (pending)
CA app no 2906029 (pending)
AU app no. 2014228990(allowed)
CN app no 201480014761.0 (pending)
MX app no MX/a/2015/012134 (pending)
HK app no 16104525 (pending)
HK app no 16102815 (pending)

Rapidly Dispersible Dosage Form of Topiramate – [APR-6]

US9492380

“Rapidly dispersible dosage form of topiramate”

US app no 15/244563 (pending)
EP app no 14763925.6 (pending)
JP app no 2016-503003 (pending)
CA app no 2906172 (pending)
AU app no 2014228861 (pending)
CN app no 201480015723.7 (pending)
MX app no MX/a/2015/012135 (pending)
HK app no 16101295.2 (pending)
HK app no 16102818 (pending)

Rapidly Dispersible Dosage Form of Oxcarbazepine – [APR-7]

US9314429
US9616018

“Rapidly dispersible dosage form of oxcarbazepine”

US app no 15/437966 (pending)
EP app no 14763545.2 (pending)
JP app no 2016-502709 (pending)
CA app no 2906107 (pending)
AU app no 2014228063 (allowed)
CN app no 201480014727.3(pending)
MX app no MX/a/2015/012136 (pending)
HK app no 16102379 (pending)
HK app no 16101293 (pending)

Advanced Three-dimensional Printing System and Equipment Assembly – [APR-9]

Nonprovisional PCT app no PCT/US16/47709 (pending)

Based upon U.S. provisional pat apps no 62/208022 and no 62/208261

SCHEDULE 2

APRECIA PHARMACEUTICALS

Registered service mark in U.S., Reg. No. 3621718 (SN 77431190)

Registered trademark in U.S., Reg. No. 4978670 (SN 86352559)

Registered trademark w/design in U.S., Reg. No. 4978671 (SN 86352565)

APRECIA 3D SUPPORT

Filed as service mark in U.S., SN 87000026

ZIPDOSE

Registered trademark in U.S., Reg. No. 4444026 (SN 77782635)

Registered trademark in U.S., Reg. No. 4631281 (SN 86153689)

Registered trademark w/design in U.S., Reg. No. 4502502 (SN 85722741)

Additional filing as trademark w/design in U.S., SN 86348610

SPRITAM

Registered trademark in U.S., Reg. No. 4502295 (SN 85630193)

Registered trademark w/design in U.S., Reg. No. 4965262 (SN 86348604)

EXPREEZ

Filed as trademark in U.S., SN 86801831

CAROVIQ

Filed as trademark in U.S., SN 86929859

OXPERZA

Filed as trademark in U.S., SN 86929862

NEXTOPA

Filed as trademark in U.S., SN 86687539

LISTOPA

Filed as trademark in U.S., SN 86687543

ZERTOPA

Filed as trademark in U.S., SN 86687544

SCHEDULE 3

No registered copyrights or copyright applications.

SCHEDULE 4

Massachusetts Institute of Technology and Aprecia Exclusive Patent License Agreement,
effective May 19, 2004, as amended.