

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCILEX HOLDING COMPANY		04/12/2019	Corporation: DELAWARE
SEMNU PHARMACEUTICALS, INC.		04/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	1301 Avenue of The Americas, 34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86844462	SEMNU PHARMACEUTICALS	
Serial Number:	86844308	SEMDEXA	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	04/16/2019		
Total Attachments: 8			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this "**Supplemental IP Security Agreement**"), is made by each of the entities listed as grantors on the signature pages hereto (each a "**New Grantor**" and, collectively, the "**New Grantors**") in favor of Oaktree Fund Administration, LLC, as administrative and collateral agent for the Secured Parties (as defined in the Collateral Agreement) (in such capacity and together with its successors and permitted assigns, the "**Agent**").

WHEREAS, the Agent, Sorrento Therapeutics, Inc. (the "**Borrower**") and certain other grantors are party to that certain Collateral Agreement, dated as of November 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), pursuant to which the Borrower and the other grantors party thereto granted a security interest to the Agent in certain Collateral (as defined therein); and

WHEREAS, pursuant to Supplement No. 1 to the Collateral Agreement, dated as of April 12, 2019, among the Agent and the New Grantors, the New Grantors became parties to the Collateral Agreement as "Grantors" and "Guarantors" (each as defined in the Collateral Agreement), and became subject to all of the obligations and terms applicable to Grantors, including the obligation to execute and deliver this Supplemental IP Security Agreement for the benefit of the Agent to provide for and give evidence to the Agent's security interest in and to the IP Collateral (as defined below).

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

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement and the Term Loan Agreement (as defined in the Collateral Agreement), as applicable.

Section 2. Grant of Security Interest in IP Collateral. Each New Grantor, as collateral security for the payment and performance in full of the Obligations of such New Grantor when due, hereby pledges to the Agent, its successor and assigns, for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral wherever located, whether now owned or at any time hereafter created, developed, or acquired by such New Grantor or in which such New Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**IP Collateral**");

(a) all of its Copyrights and all License Agreements providing for the grant by or to such New Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of its Patents and all IP Licenses providing for the grant by or to such New Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 2 hereto;

(c) all of its Trademarks and all IP Licenses providing for the grant by or to such New Grantor of any right under any Trademark (and all goodwill connected with the use of, and symbolized by, each such Trademark), including, without limitation, those referred to on Schedule 3 hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States "intent-to-use" trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, any New Grantor's right, title or interest therein;

(d) all renewals, reversions and extensions of the foregoing; and

(e) all income, royalties, proceeds and Liabilities 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.

Section 3. Collateral Agreement. The security interest granted pursuant to this Supplemental IP Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement, and each New Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Section 4. New Grantor Remains Responsible. Each New Grantor hereby agrees that, subject to the terms and conditions of the Term Loan Agreement and the Collateral Agreement, notwithstanding the security interest and Lien granted herein, such New Grantor shall retain full and complete responsibility for the prosecution, defense, maintenance, enforcement and any other necessary or desirable actions in connection with its Intellectual Property and License Agreements that are subject to a security interest hereunder.

Section 5. Recordation. Each New Grantor hereby authorizes and requests that the United States Patent Office and United States Copyright Office, as applicable, record this Supplemental IP Security Agreement as notice of the security interests and Liens granted hereunder.

Section 6. Counterparts. This Supplemental IP Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be as effective as delivery of a manually signed counterpart of this Agreement, provided that the foregoing shall not relieve any party from any obligation to provide original signatures where required for proper recordation.

Section 7. Governing Law. This Supplemental IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each New Grantor has caused this Supplemental IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

New Grantors:

SCILEX HOLDING COMPANY

DocuSigned by:
By: Henry Ji
Name: Henry Ji, Ph.D.
Title: Secretary and Treasurer

SEMUR PHARMACEUTICALS, INC.

DocuSigned by:
By: Henry Ji
Name: Henry Ji, Ph.D.
Title: Secretary and Treasurer

[Signature Page to Supplemental Intellectual Property Security Agreement]

**OAKTREE FUND ADMINISTRATION,
LLC, as Agent**

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 

Name: **Henry Orren**
Title: **Vice President**

By: 

Name: **Brian Price**
Title: **Vice President**

[Signature Page to Supplemental Intellectual Property Security Agreement]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

Exclusive Copyright Licenses

None.

SCHEDULE 2
TO
SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

Title	Country	Application No.	Patent No.	Owner
PHARMACEUTICAL FORMULATION	United States	14/162,625	9,833,460	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	15/907,057	10,117,938	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	15/545,204	(Pending)	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	15/798,053	(Pending)	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	62/106,045	(Provisional/Expired)	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	61/755,723	(Provisional/Expired)	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL COMPOSITION FOR EPIDURAL INJECTION	United States	61/776,617	(Provisional/Expired)	Semnur Pharmaceuticals, Inc.
PHARMACEUTICAL FORMULATION	United States	PCT/US2014/012824	(Expired)	Semnur Pharmaceuticals, Inc.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

Mark	Country	Serial No.	Reg. No.	Owner
SEMNUR PHARMACEUTICALS	United States	86844462	(Pending)	Semnur Pharmaceuticals, Inc.
SEMDEXA	United States	86844308	(Pending)	Semnur Pharmaceuticals, Inc.

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LEGAL_US_W # 98108259.3

RECORDED: 04/16/2019

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