

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tethys Bioscience, Inc.		06/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 310
Internal Address:	Attention: Chief Legal Officer
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85077280	PREEMPTING DISEASE. CHANGING LIVES.
Serial Number:	85093454	REDUCE MY RISK
Serial Number:	77979931	PREDX
Serial Number:	77544980	TETHYS
Serial Number:	77111965	PREDX
Serial Number:	78184042	
Serial Number:	76340888	LIPOMICS SURVEYOR
Serial Number:	76340771	TRUEMASS

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 858-638-6730
 Email: susan.reynholds@dlapiper.com

CH \$215.00 85077280

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 Executive Drive. Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 357411-6

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 07/05/2012

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 2012 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC. ("Lender") and TETHYS BIOSCIENCE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined 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 Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the 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 or in the Loan Agreement or any of the 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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.

GRANTOR:

Address of Grantor:

Attention: Chief Executive Officer
5858 Horton Street, Suite 280
Emeryville, CA 94608
Facsimile: 510-601-0371
Telephone: 510-420-6700

TETHYS BIOSCIENCE, INC.

By: 
Title: CEO

LENDER:

Address of Lender:

Legal Department
Attention: Chief Legal Officer
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Facsimile: 650-473-9194
Telephone: 650-289-3060

HERCULES TECHNOLOGY GROWTH CAPITAL,
INC.

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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TETHYS BIOSCIENCE, INC.

By: _____

Title: _____

LENDER:

Address of Lender:

Legal Department
Attention: Chief Legal Officer
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Facsimile: 650-473-9194
Telephone: 650-289-3060

HERCULES TECHNOLOGY GROWTH CAPITAL,
INC.

By:  _____

Title: K. Nicholas Maritsch
Associate General Counsel

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Novel metabolic targets and markers	10383850	3/7/03
Generating, viewing, interpreting, and utilizing a quantitative database of metabolites	10753289	1/5/04
Methods of using quantitative lipid metabolome data	10808880	3/24/04
Methods for reducing complexity of a sample using small epitope antibodies	10921380	8/18/04
Metabolite markers for weight management	11226616	9/13/05
Novel metabolic targets and markers	11291272	11/30/05
Diabetes-associated markers and methods of use thereof	11546874	10/11/06
Methods for reducing complexity of a sample using small epitope antibodies	11585507	10/23/06
Osteoporosis associated markers and methods of use thereof	11703400	2/6/07
Diabetes-associated markers and methods of use thereof	11788260	4/18/07
Markers associated with arteriovascular events and methods of use thereof	11811441	6/7/07
Methods for reducing complexity of a sample using small epitope antibodies	11890884	8/7/07
Binding reagents that contain small epitope binding molecules	12151220	5/2/08
Methods of using quantitative lipid metabolome data	12271809	11/14/08
Systems and methods for developing diagnostic tests based on biomarker information from legacy clinical sample sets	12300019	6/29/09
Metabolite markers for weight management	12324017	11/26/08
Markers of non-alcoholic fatty liver disease (nafld) and non-alcoholic steatohepatitis (nash) and methods of use thereof	12376903	6/1/10
Methods for use with nanoreactors	12436585	5/6/09
Generating, viewing, interpreting, and utilizing a quantitative database of metabolites	12455586	6/3/09
Metabolic markers of diabetic conditions and methods of use thereof	12528065	4/6/10
Methods of determining contributions to metabolic pathways	7498128	3/3/09
Multiplex protein fractionation	8097425	1/17/12
Diabetes-related biomarkers and methods of use thereof	8119358	2/21/12
Diabetes-related biomarkers and methods of use thereof	7723050	5/25/10
Diabetes-related biomarkers and methods of use thereof	12106070	4/18/08
Osteoporosis associated markers and methods of use thereof	12408104	3/20/09
Diabetes-related biomarkers and methods of use thereof	12501385	7/10/09
Markers associate with arteriovascular events and methods of use thereof	12755146	4/6/10
Lipidomics approaches for central nervous system disorders	12091213	12/10/08
Lipidomic approaches to determining drug response phenotypes in cardiovascular disease	8137977	3/20/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PREEMPTING DISEASE. CHANGING LIVES	85077280	7/2/10
REDUCE MY RISK	85093454	7/27/10
PreDx	77979931	2/20/07
TETHYS	77544980	8/12/08
PreDx	77111965	2/20/07
design	78184042	11/12/02
LIPOMICS SURVEYOR	76340888	11/20/01
TRUEMASS	76340771	11/20/01