

## 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
High Point Pharmaceuticals, LLC		08/09/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	M&F TTP Holdings LLC c/o MacAndrews & Forbes Holdings Inc.		
Street Address:	35 East 62nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4081541	HIGH POINT CLINICAL TRIALS CENTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jhaan@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Justin Haan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	08693-154		
NAME OF SUBMITTER:	Justin H. Haan		
Signature:	/Justin H. Haan/		
Date:	08/09/2013		

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**Total Attachments: 5**

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## **Trademark Security Agreement**

TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2013 (this "Agreement"), made by High Point Pharmaceuticals, LLC, a Delaware corporation (the "Grantor"), in favor of M&F TTP Holdings LLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of August 9, 2013 (as amended, supplemented or modified from time to time, the "Security Agreement"), among TransTech Pharma, Inc., High Point Pharmaceuticals, LLC, each other Person party thereto and M&F TTP Holdings LLC, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Grantor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

All Trademarks, including those listed on Schedule I.

**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts,


each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York applicable to contracts made and to be performed wholly within such State, without reference to any choice or conflict of laws or rules which might otherwise be applicable.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


HIGH POINT PHARMACEUTICALS, LLC

By:   
Name: Stephen L. Holcombe  
Title: SVP and CFO

[Signature Page to Trademark Security Agreement – High Point Pharmaceuticals, LLC]

**TRADEMARK**  
**REEL: 005089 FRAME: 0065**

M&F TTP HOLDINGS LLC,  
as Collateral Agent,

By: 

Name: Paul G. Savas

Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement – High Point Pharmaceuticals, LLC]

**TRADEMARK**  
**REEL: 005089 FRAME: 0066**

Trademarks Owned by High Point Pharmaceuticals, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
HIGH POINT CLINICAL TRIALS CENTER	4,081,541	3-Jan-12

U.S. Trademark Applications

None