

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caliber Therapeutics, Inc.		01/20/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Orchestra Medical Ventures II, L.P.		
Street Address:	60 E. 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
Name:	The Peierls Group		
Street Address:	73 South Holman Way		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	TRUST: COLORADO		
Composed Of:	<ul style="list-style-type: none"> • E. Jeffrey Peierls, UNITED STATES, INDIVIDUAL • U.D.E.F. Peierls for Brian E. Peierls, UNITED STATES, TRUST • U.D.E.F. Peierls for E. Jeffrey Peierls, UNITED STATES, TRUST • U.D.J.N. Peierls for Brian E. Peierls, UNITED STATES, TRUST • U.D.J.N. Peierls for E. Jeffrey Peierls, UNITED STATES, TRUST • U.D.E.S. Peierls for Ethel F. Peierls et al, UNITED STATES, TRUST • U.W.E.S. for Brian E. Peierls - Accumulation, UNITED STATES, TRUST • U.W.E.S. Peierls for E. Jeffrey Peierls - Accumulation, UNITED STATES, TRUST • U.W.J.N. Peierls for Brian E. Peierls, UNITED STATES, TRUST • U.W.J.N. for E. Jeffrey Peierls, UNITED STATES, TRUST • The Peierls Foundation, UNITED STATES, TRUST • U.D. Ethel F. Peierls Charitable Lead Trust, UNITED STATES, TRUST 		
Name:	Orchestra Caliber Co-Investment Partners, LLC		
Street Address:	60 E. 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		

TRADEMARK

Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Ascent Biomedical Ventures II, LP
Street Address:	60 E. 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10156
Entity Type:	LIMITED PARTNERSHIP: NEW YORK
Name:	Ascent Biomedical Ventures Synecor, LP
Street Address:	60 E. 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10156
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4813266	VIRTUE
Registration Number:	4813267	V VIRTUE

CORRESPONDENCE DATA

Fax Number: 2123037064
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.
Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	93119.00001
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	01/20/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated as of January 20, 2016, is made by Caliber Therapeutics, Inc., a Delaware corporation having its principal place of business at 150 Union Square Drive, New Hope, Pennsylvania 18938 (the “*Grantor*”) in favor of Orchestra Medical Ventures II, L.P., the Peierls Entities, Orchestra Caliber Co-Investment Partners, LLC, Ascent Biomedical Ventures II, LP and Ascent Biomedical Ventures Synecor, LP (the “*Secured Parties*”).

WHEREAS, the Grantor has entered into a Loan Agreement, dated as of December 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), with the Secured Parties and the other investors party thereto;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of December 29, 2015 to the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein shall have the meanings defined for them in the Security Agreement, unless otherwise defined herein; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other applicable governmental authorities.

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

SECTION 1 Grant of Security. The Grantor hereby grants to the Secured Parties a security interest in all of the Grantor’s right, title and interest in, to and under the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Collateral*”).

SECTION 2 Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 3 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 4 Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5 Governing Law. This Trademark Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

[Signature Page Follows]

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

Caliber Therapeutics, Inc.

By  _____
Name: Darren Sherman
Title: CEO

Schedule A

Trademarks and Trademark Applications

Docket #	Reg./App. #	Mark	Description	Status
586.01	4813266 85/866,597	VIRTUE	3/5/13	Caliber; Registered
586.02 (design)	4813267 85/866,598	VIRTUE	3/5/13	Caliber; Registered

Schedule A to Trademark Security Agreement