

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEURAGEN CORP.		08/09/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Knight Therapeutics (Barbados) Inc.		
Street Address:	The Business Center		
City:	Upton, St. Michael		
State/Country:	BARBADOS		
Entity Type:	Corporation: BARBADOS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77821356	NEURAGEN	
Serial Number:	77124982	NEURAGEN PN	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	(919)781-4000		
Email:	ip@wyrick.com		
Correspondent Name:	DEVON E. WHITE		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	09/14/2017		
Total Attachments: 4			
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COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

WHEREAS, **NEURAGEN CORP.**, a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks and domain names listed on the annexed Schedule 1, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor and Knight Therapeutics (Barbados) Inc., as agent (in such capacity, the "Assignee") are parties to that certain Intellectual Property Security Agreement (the "IP Security Agreement") to secure the payment of the Obligations (as defined in the IP Security Agreement);

WHEREAS, pursuant to the IP Security Agreement, Assignor has granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (as further described in the IP Security Agreement, the "Collateral"), to secure the prompt payment and performance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in the Collateral to secure the prompt payment and performance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is:

Knight Therapeutics (Barbados) Inc.
The Business Center
Upton, St. Michael
BB11103
Barbados, WI

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment for Security to be duly executed by its officer thereunto duly authorized as of August 9, 2017.

NEURAGEN CORP.

By: 

Name: Jack Ross

Title: President and Chief Executive Officer

SCHEDULE 1 TO COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

See attached.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NEURAGEN	26480.013/T001 United States of America	Registered 3	77821356 07-Sep-2009	3777747 20-Apr-2010
NEURAGEN PN	26480.015/T001 United States of America	Registered 3	77124982 07-Mar-2007	3423772 06-May-2008